

181604  
ORDINANCE NO. \_\_\_\_\_

An ordinance authorizing the execution of the development agreement by and between the City of Los Angeles and Loyola Marymount University relating to real property in the Westchester-Playa Del Rey Community Plan area and located at 1 LMU Drive, Los Angeles, California, an approximately 142-acre site that includes properties generally bounded by McConnell Avenue on the east, 78th and 80th Streets on the south, Lincoln Boulevard on the west, and the Westchester Bluffs on the north.

**WHEREAS**, the City Planning Commission on October 14, 2010, approved and recommended that the City Council approve the development agreement which is attached to Council File No. 10-1809 by and between the City of Los Angeles and Loyola Marymount University, (Development Agreement) which Development Agreement is hereby incorporated by reference and which is hereby incorporated into the provisions of this ordinance; and

**WHEREAS**, after due notice the City Planning Commission and the City Council did conduct public hearings on this matter; and

**WHEREAS**, pursuant to California Government Code Sections 65864, *et seq.*, the City Planning Commission has transmitted to City Council its findings and recommendations; and

**WHEREAS**, the Development Agreement is in the public interest and is consistent with the City's General Plan and the Westchester-Play Del Rey Community Plan; and

**WHEREAS**, the City Council has reviewed and considered the Development Agreement and the findings and recommendations of the City Planning Commission.

**NOW, THEREFORE,**

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. The City Council finds, with respect to the Development Agreement, that:

(a) It is consistent with the City's General Plan, policies and programs specified in the Westchester-Playa Del Rey Community Plan and is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is located;

(b) The intensity, building height and use set forth in the development agreement are permitted by or are consistent with the Westchester-Playa Del Rey Community Plan;

(c) It will not be detrimental to the public health, safety and general welfare since it encourages the construction of a project which is desirable and beneficial to the public. Furthermore, the development agreement specifically permits application to the project of rules and regulations under the Los Angeles Municipal Code Section 91.101.1 to 98.0605 relating to public health and safety;

(d) It complies with all applicable City and State regulations governing development agreements; and

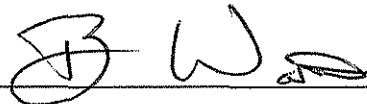
(e) It is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.

Sec. 2. The City Council hereby approves the Development Agreement, and authorizes and directs the Mayor to execute into the Development Agreement in the name of the City of Los Angeles.

Sec. 3. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of FEB 25 2011

JUNE LAGMAY, City Clerk


By  Deputy

Approved MAR 02 2011

 Mayor

Approved as to Form and Legality

CARMEN A. TRUTANICH, City Attorney

By   
LAURA M. CADOGAN  
Deputy City Attorney

Date January 24, 2011

File No. CF No. 10-1809

Pursuant to Charter Section 559, I approve this ordinance on behalf of the City Planning Commission and recommend that it be adopted . . . . .

January 24, 2011

See attached report.

  
Michael LoGrande  
Director of Planning

## DECLARATION OF POSTING ORDINANCE

I, MARIA VIZCARRA, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

**Ordinance No. 181604 – Authorizing the execution of the development agreement by and between the City of Los Angeles and Loyola Marymount University relating to real property in the Westchester-Playa Del Rey Community Plan and located at 1 LMU Drive** - a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on **February 25, 2011**, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, on **March 7, 2011** I posted a true copy of said ordinance at each of the three public places located in the City of Los Angeles, California, as follows:

- 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall;
- 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East;
- 3) one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Copies of said ordinance were posted conspicuously beginning on **March 7, 2011** and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this **7th** day of **March 2011** at Los Angeles, California.

  
\_\_\_\_\_  
Maria Vizcarra, Deputy City Clerk

**Ordinance Effective Date: April 16, 2011**

**Council File No. 10-1809**

**DEVELOPMENT AGREEMENT**

**by and between**

**THE CITY OF LOS ANGELES**

**and**

**LOYOLA MARYMOUNT UNIVERSITY**

**dated as of**

**\_\_\_\_\_ 2011**

DEVELOPMENT AGREEMENT

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## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and Loyola Marymount University ("LMU" or the "Property Owner"), pursuant to California Government Code Section 65864 et seq., and the implementing procedures of the City, with respect to the following:

### RECITALS

WHEREAS, the City and LMU recognize that the further development of LMU's campus, located at 1 LMU Drive, in the City of Los Angeles (the "Property"), will contribute to the economy of the City of Los Angeles, the Southern California region and California generally; and

WHEREAS, LMU wishes to obtain reasonable assurances that the Property may be developed in accordance with the Project Approvals, as defined below, and the terms of this Agreement; and

WHEREAS, LMU wishes to improve the LMU campus in order to maintain the university's status as a premier educational institution and to provide enhanced academic and research opportunities, improved athletic resources, and superior facilities for cultural events; and

WHEREAS, this Agreement is necessary to assure the Property Owner that the Project will not be reduced in density, intensity or use or be subjected to new rules, regulations, ordinances or policies unless otherwise allowed by this Agreement; and

WHEREAS, LMU will implement additional public benefits above and beyond the necessary mitigation for the project, including forming, and providing meeting space for, a neighborhood advisory committee, allowing the public to use certain LMU facilities, providing meeting space for community groups, cooperating in the formation of a parking permit district and funding the cost of certain parking permits, prioritizing the relocation of their recycling and waste management area, constructing future campus buildings according to Silver LEED standards, and allowing the public access to their historic collections and exhibits.

WHEREAS, the implementation of the Project Approvals and related actions will allow further development of the Project consistent with the Project objectives;

### AGREEMENT

NOW, THEREFORE, pursuant to the authority contained in the Development Agreement Act, as it applies to the City, and in consideration of the mutual promises and covenants herein contained and other valuable consideration the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

## 1. DEFINITIONS.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context requires:

1.1 "Agreement" means this Development Agreement and all amendments and modifications thereto.

1.2 "Applicable Rules" means the rules, regulations, ordinances and officially adopted policies of the City in full force and effect as of the Effective Date of this Agreement which are generally applicable to all or some properties within the City. The Applicable Rules shall apply to the Project, Project Approvals, and any subsequent discretionary actions which are necessary for implementation of the Project. Notwithstanding the language of this Section or any other language in this Agreement, all specifications, standards and policies regarding the design and construction of public works facilities, if any, shall be those that are in effect at the time the project plans are being processed for approval and/or under construction.

1.3 "Assignment Agreement" means a written agreement between the Property Owner and a Transferee of the Property Owner, consistent with the terms of this Agreement, in which the parties agree to specific obligations of this Agreement being transferred from the Property Owner to the Transferee of the Property Owner.

1.4 "CEQA" means the California Environmental Quality Act (Cal. Public Resources Code Sections 21000 et seq.) and the State CEQA Guidelines (Cal. Code of Regs., Title 14, Sections 15000 et seq.).

1.5 "City" means the City of Los Angeles, a charter city and municipal corporation, including each and every agency, department, board, commission, authority, employee, and/or official acting under the authority of the City, including without limitation the City Council and the Planning Commission.

1.6 "City Council" means the City Council of the City and the legislative body of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.7 "Conditions of Approval" means the Conditions of Approval for the Project contained in the Loyola Marymount Specific Plan, approved by the City Planning Commission at its hearings held on October 14, 2010, October 28, 2010, and November 4, 2010, and by the City Council on \_\_\_\_\_, and attached hereto as Exhibit A, Conditions of Approval.

1.8 "Development Agreement Act" means Article 2.5 of Chapter 4 of Division 1 of Title 7 (Sections 65864 through 65869.5) of the California Government Code.

1.9 "Discretionary Action" means an action which requires the exercise of judgment, deliberation or a decision on the part of the City, including any board, commission or department or any officer or employee thereof, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board,

commission or department or any officer or employee thereof, to determine whether there has been compliance with statutes, ordinances or regulations.

1.10 "Effective Date" is the date on which this Agreement is attested by the City Clerk of the City of Los Angeles after execution by the Property Owner and the Mayor of the City of Los Angeles pursuant to Section 6.1.

1.11 "Fees" means Impact Fees, Processing Fees and any other fees or charges imposed or collected by the City.

1.12 "FEIR" means the Final Environmental Impact Report for the Project, State Clearinghouse No. 2008051103, certified by the City in accordance with the requirements of CEQA.

1.13 "General Plan" means the General Plan of the City.

1.14 "Impact Fees" means impact fees, linkage fees, exactions, assessments or fair share charges or other similar impact fees or charges imposed on and in connection with new development by the City pursuant to rules, regulations, ordinances and policies of the City in full force and effect as of the Effective Date of this Agreement. Impact Fees do not include (i) Processing Fees or (ii) other City-wide fees or charges of general applicability, provided that such City-wide fees or charges are not imposed on impacts of new development.

1.15 "Ministerial Permits and Approvals" means the permits, approvals, plans, inspections, certificates, documents, licenses, and all other actions required to be taken by the City in order for Property Owner to implement, develop and construct the Project and the Mitigation Measures, including without limitation, building permits, foundation permits, public works permits, grading permits, stockpile permits, encroachment permits, and other similar permits and approvals which are required by the Los Angeles Municipal Code and project plans and other actions required by the Project Approvals to implement the Project and the Mitigation Measures. Ministerial Permits and Approvals shall not include any Discretionary Actions.

1.16 "Mitigation Measures" means the mitigation measures described in the FEIR and in the Mitigation Monitoring Program for the Project which is attached hereto as Exhibit B, Mitigation Monitoring Program.

1.17 "Parties" means collectively Property Owner and the City.

1.18 "Party" means any one of Property Owner or the City.

1.19 "Planning Commission" means the City Planning Commission and the planning agency of the City pursuant to Section 65867 of the California Government Code (Development Agreement Act).

1.20 "Planning Director" means the Planning Director for the City.

1.21 "Processing Fees" means all processing fees and charges required by the City including, but not limited to, fees for land use applications, project permits, building

applications, building permits, grading permits, encroachment permits, tract or parcel maps, lot line adjustments, air right lots, street vacations and certificates of occupancy which are necessary to accomplish the intent and purpose of this Agreement. Expressly exempted from Processing Fees are all Impact Fees which may be imposed by the City on development projects pursuant to rules, regulations, ordinances and policies enacted after the Effective Date of this Agreement, except as specifically provided for in this Agreement. The amount of the Processing Fees to be applied in connection with the development of the project shall be the amount which is in effect on a City-wide basis at the time an application for the City action is made. Notwithstanding the language of this Section or any other language in this Agreement, Property Owner shall not be exempt from the payment of fees, if any, imposed on a City-wide basis as part of the City's program for storm water pollution abatement mandated by the Federal Water Pollution Control Act of 1972 and subsequent amendments thereto, unless a waiver of these fees is provided by the City in a subsequent agreement.

1.22 "Project" means the renovation, demolition, and addition of nonresidential facilities, and renovation, demolition and addition of residential facilities, as more fully described in the Exhibit C, Project Description.

1.23 "Project Approvals" means those Discretionary Actions authorizing the Project which have been approved by the City on or before the Effective Date and not rescinded or superseded by City action taken on or before the Effective Date. Project Approvals include, but are not limited to: certification of the EIR, approval of a General Plan Amendment, Zone Change, and Specific Plan, all as adopted by the City and as amended on or before the Effective Date. The Project Approvals are listed in Exhibit D, Project Approvals.

1.24 "Property" means the real property owned by Property Owner as described in Exhibit E.

1.25 "Property Owner" means Loyola Marymount University ("LMU"), or its successors and assignees as described in Section 6.9.

1.26 "Reserved Powers" means the rights and authority excepted from this Agreement's restrictions on the City's police powers and which are instead reserved to the City. The Reserved Powers include the powers to enact regulations or take future Discretionary Actions after the Effective Date of this Agreement that may be in conflict with the Applicable Rules and Project Approvals, but: (1) are necessary to protect the public health and safety, and are generally applicable on a City-wide basis (except in the event of natural disasters as found by the City Council such as floods, earthquakes and similar acts of God); (2) are amendments to Uniform Codes, as adopted by the City of Los Angeles, and/or the Los Angeles Municipal Code, as applicable, regarding the construction, engineering and design standards for private and public improvements to be constructed on the Property; or (3) are necessary to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date of this Agreement) as provided in Section 3.2.3.3.

1.27 "Term" means the period of time for which this Agreement shall be effective in accordance with Section 6.2 hereof.

1.28 "Transferee" means individually or collectively, Property Owner's successors in interest, assignees or transferees of all or any portion of the Development Agreement Property.

## 2. RECITALS OF PREMISES, PURPOSE AND INTENT.

2.1 State Enabling Statute. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted the Development Agreement Act which authorizes any city to enter into binding development agreements establishing certain development rights in real property with persons having legal or equitable interests in such property. Section 65864 of the Development Agreement Act expressly provides as follows:

"The Legislature finds and declares that:

"(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and a commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic cost of development."

Notwithstanding the foregoing, to ensure that the City remains responsive and accountable to its residents while pursuing the benefits of development agreements contemplated by the Legislature, the City: (1) accepts restraints on its police powers contained in development agreements only to the extent and for the duration required to achieve the mutual objectives of the parties; and (2) to offset such restraints, seeks public benefits which go beyond those obtained by traditional City controls and conditions imposed on development project applications.

### 2.2 City Procedures and Actions.

2.2.1 City Planning Commission Action. The City Planning Commission held a duly noticed public hearing on October 14, 2010 and recommended approval of this Agreement.

2.2.2 City Council Action. The City Council on \_\_\_\_\_, 2011, after conducting a duly-noticed public hearing, adopted Ordinance No. \_\_\_\_\_, to become effective on the thirty-first day after publication, or on the forty-first day after posting, approving this Agreement, found that its provisions are consistent with the City's General Plan, the Westchester-Playa Del Rey Community Plan, and the Municipal Code, and authorized the execution of this Agreement.

## 2.3 Purpose of this Agreement.

2.3.1 Public Benefits. This Agreement provides assurances that the public benefits identified below in section 3.1.3 will be achieved and developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. The Project will provide local and regional public benefits to the City, including without limitation those public benefits listed in Section 3.1.3 below.

2.3.2 Property Owner Objectives. In accordance with the legislative findings set forth in the Development Agreement Act, and with full recognition of the City's policy of judicious restraints on its police powers, the Property Owner wishes to obtain reasonable assurances that the Project may be developed in accordance with the Applicable Rules and Project Approvals and with the terms of this Agreement and subject to the City's Reserved Powers. To the extent of Project development, and as provided by Section 3.1.1, Property Owner anticipates making capital expenditures or causing capital expenditures to be made in reliance upon this Agreement. In the absence of this Agreement, Property Owner would have no assurance that it can complete the Project for the uses and to the density and intensity of development set forth in this Agreement and the Project Approvals. This Agreement, therefore, is necessary to assure Property Owner that the Project will not be (1) reduced or otherwise modified in density, intensity or use from what is set forth in the Project Approvals, (2) subjected to new rules, regulations, ordinances or official policies or plans which are not adopted or approved pursuant to the City's Reserved Powers.

2.3.3 Mutual Objectives. Development of the Project in accordance with this Agreement will provide for the orderly development of the Property in accordance with the objectives set forth in the General Plan. Moreover, a development agreement for the Project will eliminate uncertainty in planning for and securing orderly development of the Property, assure installation of necessary improvements, assure attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens and otherwise achieve the goals and purposes for which the Development Agreement Act was enacted. The Parties believe that such orderly development of the Project will provide public benefits, as described in Section 2.3.1, to the City through the imposition of development standards and requirements under the provisions and conditions of this Agreement, including increased tax revenues, creation and retention of jobs. Additionally, although development of the Project in accordance with this Agreement will restrain the City's land use or other relevant police powers, this Agreement provides the City with sufficient reserved powers during the Term hereof to remain responsible and accountable to its residents. In exchange for these and other benefits to City, the Property Owner will receive assurance that the Project may be developed during the Term of this Agreement in accordance with the Applicable Rules, Project Approvals and Reserved Powers, subject to the terms and conditions of this Agreement.

2.4 Applicability of the Agreement. This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Project Approvals or Applicable Rules; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the owner of the Property after the Effective Date of this Agreement; (3) guarantee that Property Owner will receive any profits from the Project; or (4) amend the City's General Plan except as specified in the Project Approvals. This

Agreement has a fixed Term. Furthermore, in any subsequent actions applicable to the Property, the City may apply such new rules, regulations and official policies as are contained in its Reserved Powers.

### 3. AGREEMENT AND ASSURANCES.

3.1 Agreement and Assurance on the Part of Property Owner. In consideration for the City entering into this Agreement, and as an inducement for the City to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the premises, purposes and intentions set forth in Section 2 of this Agreement, Property Owner hereby agrees as follows:

3.1.1 Project Development. Property Owner agrees that it will use commercially reasonable efforts, in accordance with its own business judgment and taking into account market conditions and economic considerations, to undertake any development of the Project in accordance with the terms and conditions of this Agreement and the Project Approvals. However, nothing in this Agreement shall be deemed to obligate Property Owner to initiate or complete development of the Project or any portion thereof within any period of time or at all, or deemed to prohibit Property Owner from seeking any necessary land use approvals for any different land use project on the Property.

3.1.2 Timing of Development. The parties acknowledge that Property Owner cannot at this time predict when or at what rate the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of Property Owner, such as market orientation and demand, availability of funds, and interest rates. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal. 3d 465 (1984), that the failure of the parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the parties' agreement, it is the intent of Property Owner and the City to hereby acknowledge and provide for the right of Property Owner to develop the Project in such order and at such rate and times as Property Owner deems appropriate within the exercise of its sole and subjective business judgment. The City acknowledges that such a right is consistent with the intent, purpose and understanding of the Parties to this Agreement; provided, however, that this Section 3.1.2 does not in any way affect the specific timing or implementation of improvements or other requirements of development to the extent such provisions are set forth in the Project Approvals.

3.1.3 Additional Obligations of Property Owner as Consideration for this Agreement. As additional consideration for this Agreement, Property Owner shall also provide additional public benefits as set forth below:

3.1.3.1. Neighborhood Advisory Committee. Property Owner shall form the LMU Neighborhood Advisory Committee (the "Committee") and assign a member of the Department of Communication and Government Relations as a community liaison. The Committee shall be comprised of a representative from the LMU Department of Public Safety, a representative from the LMU Student Affairs division, the university's community liaison, two LMU Students, four community representatives appointed by the applicable Council Office (which shall take into consideration the community members' proximity to LMU), two

representatives appointed by the Westchester-Playa del Rey Neighborhood Council, one representative of the applicable Council Office, and one representative of the Los Angeles Police Department. The Committee shall meet at least four times per year, beginning the first year after the Effective Date, in regard to matters of public safety and student behavior in the community, and other community concerns. Meetings shall be scheduled in advance and open to the public. Notice for each meeting shall be: 1) advertised in advance in a local newspaper; 2) posted on the Loyola Marymount University website; and 3) distributed by e-mail to people who have requested such distribution as well as all Committee members and recent meeting attendees. The Council District Office that represents Loyola Marymount University and the immediately surrounding neighborhood shall also be notified in advance of all meetings. The community liaison shall also attend special meetings on reasonable notice called by a majority of the Committee. The Committee and LMU shall work together in good faith to reach a reasonable, practical resolution of matters, which addresses community concerns and legal requirements and operating and programmatic requirements of the university. LMU also shall submit the landscape plan for 80<sup>th</sup> Street, required by Section 7.1.C.1(g) of the Specific Plan, to the Council Office and the Committee for discussion at one of the Committee's public meetings prior to submittal to the Department of City Planning.

3.1.3.2. Public Use of Facilities. Property Owner agrees that the campus shall remain open to the general public during daytime hours, except during certain limited special events, which shall include but are not limited to graduation, certain athletic events, and other events which are expected to draw a significant number of visitors and vehicles which are not registered with LMU to campus. Property Owner agrees to permit the public to use certain university facilities, such as recreational fields, in accordance with Property Owner's established policies regarding priority use and procedures necessary to maintain public safety, insurance and other requirements including parking availability. Additionally, the William H. Hannon Library, including its exhibits and collections, shall be open to the public and free to access, however Property Owner may impose restrictions on nighttime hours of use and borrower fees.

3.1.3.3. Meeting Room(s) for Community Groups. Property Owner agrees to allow nonprofit community benefit organizations to hold meetings or other events at rooms or other facilities on campus waiving normal rental fees and only charging costs incurred for meetings or events outside of Property Owner's normal operations or hours as specified in Exhibit F. The annual report required as part of Section 4.2 of this Agreement shall provide examples of community use of facilities together with a schedule of the non-rental costs associated with use of Property Owner's facilities. Such meetings or other events shall be held in accordance with Property Owner's established policies regarding priority use and procedures for external use of Property Owner's facilities necessary to maintain public safety, insurance and other requirements including parking availability. Property Owner also agrees to host the Neighborhood Advisory Committee meetings on campus at no cost to the Neighborhood Advisory Committee, as described in Section 3.1.3.1 above.

3.1.3.4. Permit Parking District. Property Owner agrees, in the event of community requests for permit parking, to support the formation of a parking permit district, and to fund the cost of two annual parking permits per household for the area shown in Exhibit G, up



to \$24,000 annually, should a parking district be established by the Department of Transportation through the City's standard procedure for establishing such districts.

3.1.3.5. Relocate Recycling/Waste Management. Property Owner agrees to relocate the campus recycling and waste management area, as detailed in the Loyola Marymount University Specific Plan, as the first project implemented under the Project.

3.1.3.6. Green Building/LEED Certification. Property Owner agrees to develop all Future Buildings to Silver LEED Certification (as defined in 2010), and to include green building elements to reduce consumption of energy and non-renewable natural resources. For purposes of the Section, "Future Buildings" shall mean all new buildings that do not physically exist on the Loyola Marymount University campus on or before the Effective Date of this Agreement, but notwithstanding the above shall not include any buildings for which building plans have been accepted into plan check with the plan check fees paid to the City's Department of Building and Safety on or before the Effective Date of this Agreement.

3.1.3.7. Historic Exhibits and Collections. Property Owner agrees to maintain its current and all future collections and exhibits on the history of the local area and other subjects of general interest to the public, and to make such exhibits or collections open to the public periodically and at reasonable times. A list of the historic collections and exhibits made open the public during the course of the year shall be included in the annual report required as part of Section 4.2 of this Agreement.

3.2 Agreement and Assurances on the Part of the City. In consideration for Property Owner entering into this Agreement, and as an inducement for Property Owner to obligate itself to carry out the covenants and conditions set forth in this Agreement, and in order to effectuate the promises, purposes and intentions set forth in Section 2 of this Agreement, the City hereby agrees as follows:

3.2.1 Entitlement to Develop. Property Owner has the vested right to develop the Project subject to the terms and conditions of this Agreement, the Applicable Rules, Project Approvals and the Reserved Powers. Property Owner's vested rights under this Agreement shall include, without limitation, the right to remodel, renovate, rehabilitate, rebuild or replace the Project or any portion thereof throughout the applicable Term for any reason, including, without limitation, in the event of damage, destruction or obsolescence of the Project or any portion thereof, subject to the Applicable Rules, Project Approvals and Reserved Powers. To the extent that all or any portion of the Project is remodeled, renovated, rehabilitated, rebuilt or replaced, Property Owner may locate that portion of the Project at any other location of the Property, subject to the requirements of the Project Approvals, the Applicable Rules, and the Reserved Powers.

3.2.2 Consistency in Applicable Rules. Based upon all information made available to the City up to or concurrently with the execution of this Agreement, the City finds and certifies that no Applicable Rules prohibit or prevent the full completion and occupancy of the Project in accordance with the uses, intensities, densities, designs and heights, permitted demolition, and other development entitlements incorporated and agreed to herein and in the Project Approvals.

### 3.2.3 Changes in Applicable Rules.

3.2.3.1. Nonapplication of Changes in Applicable Rules. Any change in, or addition to, the Applicable Rules, including, without limitation, any change in any applicable general or specific plan, zoning or building regulation, adopted or becoming effective after the Effective Date of this Agreement, including, without limitation, any such change by means of ordinance, City Charter amendment, initiative, referendum, resolution, motion, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City, the Mayor, City Council, Planning Commission or any other Board, Commission, Department or Agency of the City, or any officer or employee thereof, or by the electorate, as the case may be, which would, absent this Agreement, otherwise be applicable to the Project and which would conflict in any way with the Applicable Rules, Project Approvals, or this Agreement, shall not be applied to the Project unless such changes represent an exercise of the City's Reserved Powers, or are otherwise agreed to in this Agreement. Notwithstanding the foregoing, Property Owner may, in its sole discretion, consent to the application to the Project of any change in the Applicable Rules.

3.2.3.2. Changes in Building and Fire Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes which may occur from time to time in the California Building Code and other uniform construction codes. In addition, development of the Project shall be subject to changes occurring from time to time in Chapters V (Public Safety and Protection) and IX (Building Regulations) of the Municipal Code regarding the construction, engineering and design standards for both public and private improvements provided that these changes are (1) necessary to the health and safety of the residents of the City, and (2) are generally applicable on a Citywide basis (except in the event of natural disasters found by the Mayor or City Council, such as floods, earthquakes and similar disasters).

3.2.3.3. Changes Mandated by Federal or State Law. This Agreement shall not preclude the application to the Project of changes in, or additions to, the Applicable Rules, including rules, regulations, ordinances and official policies, to the extent that such changes or additions are mandated to be applied to developments such as this Project by state or federal regulations, pursuant to the Reserved Powers. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations.

3.2.4 Subsequent Development Review. The City shall not require Property Owner to obtain any approvals or permits for the development of the Project in accordance with this Agreement other than those permits or approvals which are required by the Applicable Rules, the Reserved Powers and/or the Project Approvals. However, any subsequent Discretionary Action initiated by Property Owner which substantially changes the entitlements allowed under the Project Approvals, shall be subject to the rules, regulations, ordinances and official policies of the City then in effect. The Parties agree that this Agreement does not modify, alter or change the City's obligations, discretion or powers, pursuant to CEQA and acknowledge that future Discretionary Actions may require additional environmental review pursuant to CEQA, and that this Agreement is not intended to limit such review, or the City's

ability to impose additional mitigation measures as a result of such additional environmental review, consistent with the provisions of CEQA. The Parties further agree that any future action by the City with respect to the Project which would otherwise be considered discretionary, shall not be deemed ministerial solely due to the terms of this Agreement.

3.2.5 Effective Development Standards. The City agrees that it is bound to permit the uses, intensities of use and densities on this Property which are permitted by this Agreement and the Project Approvals, insofar as this Agreement and the Project Approvals so provide or as otherwise set forth in the Applicable Rules or the Reserved Powers. The City hereby agrees that it will not unreasonably withhold or unreasonably condition any Discretionary Action which must be issued by the City in order for the Project to proceed, provided that Property Owner reasonably and satisfactorily complies with all City-wide standard procedures for processing applications for Discretionary Action.

3.2.6 Interim Use. The City agrees that Property Owner may use the Property during the Term of this Agreement for any use which is otherwise permitted by the applicable zoning regulations and the General Plan in effect at the time of the interim use or pursuant to any approvals, permits, or other entitlements previously granted and in effect as of the Effective Date.

3.2.7 Moratoria or Interim Control Ordinances. In the event an ordinance, resolution, policy, or other measure is enacted, whether by action of the City, by initiative, or otherwise, which relates directly or indirectly to the Project or to the rate, amount, timing, sequencing, or phasing of the development or construction of the Project on all or any part of the Property or the implementation of the Mitigation Measures adopted in connection with approval of the Project, City agrees that such ordinance, resolution or other measure shall not apply to the Property or this Agreement, unless such changes are adopted pursuant to the Reserved Powers or other applicable provisions of this Agreement.

3.2.8 Impact Fees. Impact Fees imposed by the City with respect to the Project shall be only those Impact Fees in full force and effect as of the Effective Date, the amounts of which are subject to ongoing annual increases which shall be calculated at time of payment. This Agreement shall not limit any impact fees, linkage fees, exaction, assessments or fair share charges or other similar fees or charges imposed by other governmental entities and which the City is required to collect or assess pursuant to applicable law (e.g., school district impact fees pursuant to Government Code Section 65995).

3.2.9 Processing Fees. Property Owner shall pay all Processing Fees for Ministerial Permits and Approvals.

3.2.10 Timeframes and Staffing for Processing and Review. The City acknowledges Property Owner's position that expeditious processing of Ministerial Permits and Approvals and Discretionary Actions, if any, and any other approvals or actions required for the Project is critical to the implementation of the Project. In recognition of the importance of timely processing and review of Ministerial Permits, Approvals, and Discretionary Actions, the City agrees that upon request from Property Owner, procedures and associated fees will be identified which provide for expeditious processing and reviewing of such Ministerial Permits, Approvals and Discretionary Actions.

#### 4. ANNUAL REVIEW.

4.1 Annual Review. During the Term of this Agreement, the City shall review annually Property Owner's good faith compliance with this Agreement. Such periodic review shall be limited in scope to good faith compliance with the provisions of this Agreement as provided in the Development Agreement Act and Property Owner shall have the burden of demonstrating such good faith compliance.

4.2 Pre-Determination Procedure. Property Owner's submission of compliance with this Agreement, in a form which the Director of Planning may reasonably establish, shall be made in writing and transmitted to the Director of Planning not later than ninety (90) days prior to the yearly anniversary of the Effective Date.

4.3 Director's Determination. On or before the yearly anniversary of the Effective Date of the Agreement, the Director of Planning shall make a determination regarding whether or not Property Owner has complied in good faith with the provisions and conditions of this Agreement. Prior to making the first annual determination of compliance, the Director of Planning shall host a public information meeting regarding compliance with this Agreement including compliance with the Project Approvals. Individuals and homeowners associations who request notification shall receive notice of this public information meeting. In subsequent years, the Director shall hold a public information meeting if there is evidence of noncompliance with the Project Approvals. The determination of compliance shall be made in writing with reasonable specificity, and a copy of the determination shall be provided to Property Owner in the manner prescribed in Section 6.15.

4.4 Appeal By Property Owner. In the event the Director of Planning makes a finding and determination of non-compliance, Property Owner shall be entitled to appeal that determination to the Planning Commission. After a public hearing on the appeal, the Planning Commission shall make written findings and determinations, on the basis of substantial evidence, whether or not Property Owner has complied in good faith with the provisions and conditions of this Agreement. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions).

4.5 Period To Cure Non-Compliance. If, as a result of this Annual Review procedure, it is found and determined by the Planning Director or the Planning Commission, on appeal, that Property Owner has not complied in good faith with the provisions and conditions of this Agreement, the City, after denial of any appeal or, where no appeal is taken, after the expiration of the appeal period described in Section 6.3, shall submit to Property Owner, by registered or certified mail, return receipt requested, a written notice of non-compliance in the manner prescribed in Section 6.15, stating with specificity those obligations of Property Owner which have not been performed. Upon receipt of the notice of non-compliance, Property Owner shall promptly commence to cure the identified items of non-compliance at the earliest reasonable time after receipt of the notice of non-compliance and shall complete the cure of such items of non-compliance not later than sixty (60) days after receipt of the notice of non-compliance, or such longer period as is reasonably necessary to remedy such items of non-compliance, provided

that Property Owner shall continuously and diligently pursue such remedy at all times until such item of non-compliance is cured.

4.6 Failure To Cure Non-Compliance Procedure. If the Director of Planning finds and determines that Property Owner, or its successors, transferees, and/or assignees, as the case may be, has not cured or commenced to cure an item of non-compliance pursuant to this Section, and that the City intends to terminate or modify this Agreement or those transferred or assigned rights and obligations, as the case may be, the Director of Planning shall make a report to the Planning Commission. The Director of Planning shall then set a date for a public hearing before the Planning Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after such public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner, or its successors, transferees, and/or assignees, as the case may be, has not brought the Project into compliance pursuant to this Section, and that the City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the finding and determination shall be appealable to the City Council in accordance with Section 6.3 hereof. In the event of a finding and determination of compliance, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council's review of Commission and Council actions).

4.7 Termination Or Modification Of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after a finding or determination of noncompliance by the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

4.8 Reimbursement Of Costs. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to accomplish the required annual review.

## 5. DEFAULT PROVISIONS

### 5.1 Default By Property Owner.

5.1.1 Default. In the event Property Owner does not perform its obligations under this Agreement in a timely manner, the City shall have all rights and remedies provided by this Agreement which shall include compelling the specific performance of the obligations of Property Owner under this Agreement, or modification or termination of this Agreement, provided that the City has first complied with the procedure in Section 5.1.2 hereof.

5.1.2 Notice of Default. City shall first submit to Property Owner a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, Property Owner shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than sixty (60) days after receipt of the notice of default, or

such longer period as is reasonably necessary to remedy such default(s), provided that Property Owner shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether Property Owner has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6.5 of this Agreement.

5.1.3 Failure to Cure Default Procedures. If after the cure period has elapsed, the Director of Planning finds and determines that Property Owner, or its successors, transferees and/or assignees, as the case may be, remains in default and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, the Director shall make a report to the Planning Commission and then set a public hearing before the Commission in accordance with the notice and hearing requirements of Government Code Sections 65867 and 65868. If after public hearing, the Planning Commission finds and determines, on the basis of substantial evidence, that Property Owner, or its successors, transferees and/or assigns, as the case may be, has not cured such default pursuant to this Section, and that the City intends to terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, Property Owner and its successors, transferees and/or assigns, shall be entitled to appeal that finding and determination to the City Council in accordance with Section 6.3. In the event of a finding and determination that all defaults are cured, there shall be no appeal by any person or entity. Nothing in this Section or this Agreement shall be construed as modifying or abrogating Los Angeles City Charter Section 245 (City Council review of Commission and Board actions).

5.1.4 Termination or Modification of Agreement. The City may terminate or modify this Agreement, or those transferred or assigned rights and obligations, as the case may be, after such final determination of the City Council or, where no appeal is taken, after the expiration of the appeal periods described in Section 6.3. There shall be no modifications of this Agreement unless the City Council acts pursuant to Government Code Sections 65867.5 and 65868, irrespective of whether an appeal is taken as provided in Section 6.3.

## 5.2 Default By The City.

5.2.1 Default. In the event the City does not accept, process, or render a decision on necessary development permits, entitlements, or other land use or building approvals for use as provided in this Agreement upon compliance with the requirements thereof, or as otherwise agreed to by the Parties, or the City otherwise defaults under the provisions of this Agreement, Property Owner shall have all rights and remedies provided herein or by applicable law, which shall include compelling the specific performance of the City's obligations under this Agreement, provided that Property Owner or Transferee, as the case may be, has first complied with the procedures in Section 5.2.2. No part of this Agreement shall be deemed to abrogate or limit any immunities or defenses the City may otherwise have with respect to claims for monetary damages.

5.2.2 Notice of Default. Property Owner shall first submit to the City a written notice of default stating with specificity those obligations which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than one hundred and twenty (120) days after receipt of the

notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City shall continuously and diligently pursue such remedy at all times until such default(s) is cured. In the case of a dispute as to whether the City has cured the default, the Parties shall submit the matter to dispute resolution pursuant to Section 6.5 of this Agreement.

5.3 No Monetary Damages. It is acknowledged by the Parties that neither the City nor the Property Owner would have entered into this Agreement if it were liable in monetary damages under or with respect to this Agreement or the application thereof. Therefore, the Parties agree that the Parties shall not be liable in monetary damages and the Parties covenant not to sue for or claim any monetary damages for the breach of any provision of this Agreement.

## 6. GENERAL PROVISIONS.

6.1 Effective Date. This Agreement shall be effective as set forth in Section 1.10 above.

6.2 Term. The Term of this Agreement shall commence on the Effective Date and shall extend for a period of 20 years after the Effective Date, unless said Term is otherwise terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto. Following the expiration of this Term, this Agreement shall terminate and be of no further force and effect; provided, however, that this termination shall not affect any right or duty arising from entitlements or approvals, including the Project Approvals on the Property, approved concurrently with, or subsequent to, the Effective Date of this Agreement. The Term of this Agreement shall automatically be extended for the period of time of any actual delay resulting from any enactments pursuant to the Reserved Powers or moratoria, or from legal actions, administrative proceedings such as appeals or delays of ministerial actions, or appeals which enjoin performance under this Agreement or act to stay performance under this Agreement (other than bankruptcy or similar procedures), or for the period of time during which a lawsuit or litigation (including appeals) relating to the Project or the Project Approvals, including this Development Agreement, has been filed and is pending in a court of competent jurisdiction.

6.3 Appeals To City Council. Where an appeal by Property Owner to the City Council from a finding and/or determination of the Planning Commission is created by this Agreement, such appeal shall be taken, if at all, within twenty (20) days after the mailing of such finding and/or determination to Property Owner, or its successors, transferees, and/or assignees, as the case may be. The City Council shall act upon the finding and/or determination of the Planning Commission within eighty (80) days after such mailing, or within such additional period as may be agreed upon by the Property Owner and the City Council. The failure of the City Council to act shall not be deemed a denial or an approval of the appeal, which shall remain pending until final City Council action.

6.4 Enforced Delay; Extension Of Time Of Performance. In addition to specific provisions of this Agreement, whenever a period of time, including a reasonable period of time, is designated within which either Party hereto is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by a period of time equal to the number of days during which such Party is actually prevented from, or is unreasonably

interfered with, the doing or completion of such act, matter or thing because of causes beyond the reasonable control of the Party to be excused, including: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; litigation and administrative proceedings against the Project (not including any administrative proceedings contemplated by this Agreement in the normal course of affairs (such as the Annual Review)); any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs); restrictions imposed or mandated by other governmental entities; enactment of conflicting state or federal laws or regulations; judicial decisions; the exercise of the City's Reserved Powers; or similar bases for excused performance which is not within the reasonable control of the party to be excused (financial inability excepted). This Section shall not be applicable to any proceedings with respect to bankruptcy or receivership initiated by or on behalf of Property Owner or, if not dismissed within ninety (90) days, by any third parties against Property Owner. If written notice of such delay is given to either party within thirty (30) days of the commencement of such delay, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

## 6.5 Dispute Resolution.

6.5.1 Dispute Resolution Proceedings. The parties may agree to dispute resolution proceedings to fairly and expeditiously resolve disputes or questions of interpretation under this Agreement. These dispute resolution proceedings may include: (a) procedures developed by the City for expeditious interpretation of questions arising under development agreements; or (b) any other manner of dispute resolution which is mutually agreed upon by the parties.

6.5.2 Arbitration. Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by an arbitrator who must be a former judge of the Los Angeles County Superior Court or Appellate Justice of the Second District Court of Appeals or the California Supreme Court. This arbitrator shall be selected by mutual agreement of the parties.

6.5.3 Arbitration Procedures. Upon appointment of the arbitrator, the matter shall be set for arbitration at a time not less than thirty (30) nor more than ninety (90) days from the effective date of the appointment of the arbitrator. The arbitration shall be conducted under the procedures set forth in Code of Civil Procedure Section 638, et seq., or under such other procedures as are agreeable to both parties, except that provisions of the California Code of Civil Procedure pertaining to discovery and the provisions of the California Evidence Code shall be applicable to such proceeding.

6.5.4 Extension Of Term. The Term of this Agreement as set forth in Section 6.2 shall automatically be extended for the period of time in which the parties are engaged in dispute resolution to the degree that such extension of the Term is reasonably required because activities which would have been completed prior to the expiration of the Term are delayed beyond the scheduled expiration of the Term as the result of such dispute resolution.

6.6 Legal Action. Subject to the limitations on remedies imposed by this Agreement, either Party may, in addition to any other rights or remedies, institute legal action in any court of



competent jurisdiction, to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation, or enforce by specific performance the obligations and rights of the Parties hereto. Notwithstanding the above, the City's right to seek specific performance shall be specifically limited to compelling Property Owner to complete, demolish or make safe any particular improvement(s) on public lands which is required as a Mitigation Measure or Condition of Approval. Property Owner shall have no liability (other than the potential termination of this Agreement) if the contemplated development fails to occur.

6.7 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

6.8 Amendments. This Agreement may be amended from time to time by mutual consent in writing of the parties to this Agreement in accordance with Government Code Section 65868. Any amendment to this Agreement which relates to the Term, permitted uses, density or intensity of use, height, or size of buildings, provisions for reservation and dedication of land, conditions, restrictions, and requirements relating to subsequent discretionary action or any conditions or covenants relating to the use of the Property, which are not provided for under the Project Approvals or Applicable Rules, shall require notice and public hearing before the parties may execute an amendment thereto.

6.9 Assignment. The Property, as well as the rights and obligations of Property Owner under this Agreement, may be transferred or assigned in whole or in part by Property Owner without the consent of the City, except as set forth in Sections 6.9.1 and 6.9.2 below. Upon such assignment the assignor shall be released from the obligations so assigned.

6.9.1 Conditions for Assignment. No such assignment shall be valid until and unless the following occur:

6.9.1.1. Written Notice of Assignment Required. Property Owner, or any successor transferor, gives prior written notice to the City of its intention to assign or transfer any of its interests, rights or obligations under this Agreement and a complete disclosure of the identity of the assignee or transferee, including copies of the Articles of Incorporation in the case of corporations and the names of individual partners in the case of partnerships. Upon request by Property Owner, City shall provide written acknowledgement of such assignment in the form reasonably requested by Property Owner. Any failure by Property Owner or any successor transferor to provide the notice shall be curable in accordance with the provisions of Section 5.1.

6.9.1.2. Automatic Assumption of Obligations. Unless otherwise stated elsewhere in this Agreement to the contrary, a Transferee of Development Agreement Property expressly and unconditionally assumes all of the rights and obligations of this Agreement transferred or assigned by Property Owner and which are expressly set forth in the applicable Assignment Agreement.

6.9.2 Liability Upon Assignment. Unless otherwise stated elsewhere in this Agreement to the contrary, each Transferee of any portion of the Development Agreement Property shall be solely and only liable for performance of such Transferee's obligations

applicable to its portion of the Development Agreement Property under this Agreement as specified in the applicable Assignment Agreement. Upon the assignment or transfer of any portion of the Development Agreement Property, the Transferee shall become solely and only liable for the performance of those assigned or transferred obligations and shall have the rights of a "Property Owner" under this Agreement; which such rights and obligations shall be set forth specifically in the Assignment Agreement, acknowledged by the transferring Property Owner, and the Transferee, as of the date of such transfer, assignment or conveyance of the applicable portion of the Development Agreement Property. The failure of any Transferee to perform the obligations assigned to it may result, at the City's option, in a declaration that this Agreement has been breached with regards to that specific Transferee, and an election to terminate this Agreement as provided for in Section 5.1 hereof, as it relates to that Transferee's holding. This partial termination is severable from the entire Agreement, and shall not affect the remaining entirety of the Agreement.

6.10 Covenants. The provisions of this Agreement shall constitute covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of all assignees, transferees, and successors to the Parties hereto.

6.11 Cooperation And Implementation.

6.11.1 Processing. Upon satisfactory completion by Property Owner of all required preliminary actions and payment of appropriate Processing Fees, including the fee for processing this Agreement, the City shall commence and diligently process all required steps necessary for the implementation of this Agreement and development of the Property in accordance with the terms of this Agreement. Property Owner shall, in a timely manner, provide the City with all documents, plans, fees and other information necessary for the City to carry out its processing obligations pursuant to this Agreement.

6.11.2 Other Governmental Permits. Property Owner shall apply in a timely manner for such other permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Project as may be required for the development of, or provision of services to, the Project. The City shall cooperate with Property Owner in its endeavors to obtain such permits and approvals and shall, from time to time at the request of Property Owner, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, provided such agreements are reasonable and not detrimental to the City. These agreements may include, but are not limited to, joint powers agreements under the provisions of the Joint Exercise of Powers Act (Government Code Section 6500, et seq.), or the provisions of other laws to create legally binding, enforceable agreements between such parties. To the extent allowed by law, Property Owner shall be a party to any such agreement, or a third party beneficiary thereof, entitled to enforce for its own benefit on behalf of the City, or in its own name, the rights of the City or Property Owner thereunder or the duties and obligations of the parties thereto. Property Owner shall reimburse the City for all costs and expenses incurred in connection with seeking and entering into any such agreement provided that Property Owner has requested such agreement. Property Owner or Transferee, as the case may be, shall defend the City in any challenge by any person or entity to any agreement, and shall reimburse the City for

any costs and expenses incurred by the City in enforcing any agreement. Any fees, assessments, or other amounts payable by the City thereunder shall be borne by Property Owner or Transferee, as the case may be, except where Property Owner or Transferee, as the case may be, has notified the City in writing, prior to the City entering into an agreement, that it does not desire for the City to execute an agreement.

6.11.3 Cooperation In The Event Of Legal Challenge. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree to affirmatively cooperate in defending said action.

6.12 Relationship Of The Parties. It is understood and agreed by the parties hereto that the contractual relationship created between the parties hereunder is that Property Owner is an independent contractor and not an agent of the City. Further, the City and Property Owner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing herein or in any document executed in connection herewith shall be construed as making the City and Property Owner joint venturers or partners.

#### 6.13 Indemnification.

6.13.1 Indemnification. Property Owner hereby agrees to and shall indemnify, save, hold harmless and defend the City, its agents, officers, or employees in any claim, action or proceeding brought by a third party (i) challenging the validity of this Agreement, the related Specific Plan, General Plan Amendment, or Zone Change (Case No. CPC 2009-2425-GPA-ZC-SP-DA) or the related CEQA review (ENV 2008-1342-EIR) or (ii) seeking damages which may arise directly or indirectly from the negotiation, formation, execution, enforcement or termination of this Agreement or enactment of the related Specific Plan, General Plan Amendment or Zone change or certification of the related CEQA review. Nothing in this Section shall be construed to mean that Property Owner shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, intentional misconduct or gross negligence in the performance of this Agreement. The City shall promptly notify Property Owner of any claim, action or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim, action or proceeding, or if the City fails to cooperate fully in the defense, LMU shall not thereafter be responsible to defend, indemnify or hold harmless the City. The City may make all reasonable decisions with respect to its representation in any legal proceeding. This indemnification provision survives even if this Development Agreement is vacated or otherwise terminated.

6.13.2 Insurance. Without limiting its obligation to hold the City harmless, Property Owner shall provide and maintain at its own expense, during the Term of this Agreement, a mutually agreed-upon program of insurance concerning its operations hereunder.

6.14 Extension of Time for All Project Approvals. Project Approvals. The duration of all Project Approvals shall automatically be extended for the Term of this Agreement.

6.15 Notices. Any notice or communication required hereunder between the City or Property Owner must be in writing, and shall be given either personally or by registered or

certified mail, return receipt requested. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the party to whom it is addressed. Any party hereto may at any time, by giving ten (10) days' written notice to the other party hereto, designate any other address in substitution of the address, or any additional address, to which such notice or communication shall be given. Such notices or communications shall be given to the parties at their addresses set forth below:

If to the City:  
City of Los Angeles \_\_\_\_\_  
Attention: Director of Planning \_\_\_\_\_  
200 North Spring Street \_\_\_\_\_  
Los Angeles, CA 90012 \_\_\_\_\_

with copies to:  
Los Angeles City Attorney's Office \_\_\_\_\_  
Real Property/Environment Division \_\_\_\_\_  
Los Angeles City Attorney's Office \_\_\_\_\_  
7<sup>th</sup> Floor, City Hall East \_\_\_\_\_  
200 North Main Street \_\_\_\_\_  
Los Angeles, CA 90012 \_\_\_\_\_

If to Property Owner:  
Loyola Marymount University \_\_\_\_\_  
Evelynne Scarboro \_\_\_\_\_  
1 LMU Drive \_\_\_\_\_  
Los Angeles, CA 90045 \_\_\_\_\_

with copies to  
Latham & Watkins LLP \_\_\_\_\_  
Attention: George Muhlsten and Cindy \_\_\_\_\_  
Starrett \_\_\_\_\_  
with copies to Records Department \_\_\_\_\_  
355 South Grand Avenue \_\_\_\_\_  
Los Angeles, CA 90071 \_\_\_\_\_

6.16 Recordation. As provided in Government Code Section 65868.5, this Agreement shall be recorded with the Registrar-Recorder of the County of Los Angeles within ten (10) days following the effective date. Property Owner shall provide the City Clerk with the fees for such recording prior to or at the time of such recording should City Clerk record the Agreement.

6.17 Constructive Notice And Acceptance. Every person who now or hereafter owns or acquires any right, title, interest in or to any portion of the Property, is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Property.

6.18 Successors And Assignees. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Property and their respective successors and assignees.

6.19 Severability. If any provisions, conditions, or covenants of this Agreement, or the application thereof to any circumstances of either Party, shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision, condition, or covenant to

persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

6.20 Time Of The Essence. Time is of the essence for each provision of this Agreement of which time is an element.

6.21 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought and refers expressly to this Section. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any right or remedy with respect to any other occurrence or event.

6.22 No Third Party Beneficiaries. The only Parties to this Agreement are the City and Property Owner and their successors-in-interest. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed to benefit or be enforceable by any other person whatsoever.

6.23 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein (or any such representations, understandings or ancillary covenants, undertakings or agreements are integrated in this Agreement) and no testimony or evidence of any such representations, understandings, or covenants shall be admissible in any proceedings of any kind or nature to interpret or determine the provisions or conditions of this Agreement.

6.24 Legal Advice; Neutral Interpretation; Headings, Table Of Contents, and Index. Each Party acknowledges that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attribution to such Party as the source of the language in question. The headings, table of contents, and index used in this Agreement are for the convenience of reference only and shall not be used in construing this Agreement.

6.25 Discretion to Encumber. This Agreement shall not prevent or limit Property Owner in any manner, at its sole discretion, from encumbering the Property or any portion of the Property or any improvement on the Property by any mortgage, deed of trust or other security device securing financing with respect to the Property or its improvements.

6.26 Expeditious Processing. In the event of legal action, Property Owner and the City agree that upon request from Property Owner, procedures and associated fees will be identified which permit the City to cooperate in the expeditious processing of any legal action seeking specific performance, declaratory relief or injunctive relief, to set court dates at the earliest practicable date(s) and to avoid delay in the prosecution/defense of the action, provided such cooperation shall not require any Party to waive any rights.

6.27 Entitlement to Written Notice of Default. The mortgagee of a mortgage or beneficiary of a deed of trust encumbering the Property, or any part thereof, and their successors

and assigns shall, upon written request to the City, be entitled to receive from the City written notification of any default by Property Owner of the performance of Property Owner's obligations under this Agreement which has not been cured within sixty (60) days following the date of default. Property Owner shall reimburse the City for its actual costs, reasonably and necessarily incurred, to prepare this notice of default.

6.28 Counterparts. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement, not counting the Cover Page, Table of Contents or Index, consists of \_\_\_ pages and \_\_\_\_\_ ( ) Exhibits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF LOS ANGELES, a municipal corporation of the State of California

APPROVED AS TO FORM:  
CARMEN TRUTANICH, City Attorney

By: \_\_\_\_\_

By: \_\_\_\_\_

Antonio Villaraigosa, Mayor

Laura M. Cadogan, Deputy City Attorney

DATE:

DATE:

ATTEST:  
\_\_\_\_\_, City Clerk

By: \_\_\_\_\_

Deputy

DATE:

LOYOLA MARYMOUNT UNIVERSITY

APPROVED AS TO FORM:

By: \_\_\_\_\_

Name:  
Title:

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:  
Title:

**Exhibit A:**

**Conditions of Approval**

Specific Plan attached.



**Exhibit B:**

**Mitigation Monitoring Program**

Attached.

## Appendix A

### LOYOLA MARYMOUNT UNIVERSITY MASTER PLAN PROJECT MITIGATION MONITORING AND REPORTING PROGRAM

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#### A. INTRODUCTION

Section 21081.6 of the Public Resources Code requires a Lead Agency to adopt a “reporting or monitoring program for changes to the project or conditions of project approval, adopted in order to mitigate or avoid significant effects on the environment.” In addition, Section 15097(a) of the *California Environmental Quality Act (CEQA) Guidelines* requires that:

*[I]n order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.*

The City of Los Angeles Department of City Planning has been designated as the Lead Agency for the Proposed Loyola Marymount University (LMU) Master Plan Project.

A Draft EIR was prepared to address the potential environmental impacts of the Proposed Project. Where appropriate, the Draft EIR identified project design features or recommended mitigation measures to avoid or to mitigate potential impacts to the environment to a level that would be less than significant. This Mitigation Monitoring and Reporting Program (MMRP) is designed to monitor implementation of the project design features and mitigation measures required for the Proposed Project.

The project design features and mitigation measures identified in the Draft EIR are categorized by environmental impact section. Following each project design features and mitigation measure is identification of the following:

- **Enforcement Agency:** The agency with the power to enforce the project design feature and mitigation measure.
- **Monitoring Agency:** The agency to which reports involving feasibility, compliance, implementation and development are made.
- **Monitoring Phase:** The phase of the project during which the project design feature and mitigation measure shall be monitored, such as: Pre-Construction, including the design phase; Construction; Prior to Issuance of a Building Permit; Prior to Issuance of a Certificate of Occupancy; Occupancy (post-construction).

- **Monitoring Frequency:** The frequency with which the project design feature and mitigation measure is to be implemented (i.e., once at a specific point during Pre-Construction, Construction, etc.) or ongoing throughout a phase of the Project.
- **Action Indicating Compliance with Mitigation Measure(s):** The performance standard indicating that compliance with the project design feature and mitigation measure has been satisfactorily achieved.

The MMRP for the LMU Master Plan Project will be in place throughout all phases of the Proposed Project. The Project applicant will be responsible for implementing all project design features and mitigation measures unless otherwise noted. The applicant shall also be obligated to provide certification, as identified below, to the appropriate monitoring agency and the appropriate enforcement agency that compliance with the required mitigation measure has been implemented. The City's existing planning, engineering, review, and inspection processes will be used as the basic foundation for the MMRP procedures and will also serve to provide the documentation for the reporting program.

The substance and timing of each certification report that is submitted to Department of City Planning shall be at the discretion of City Planning. Generally, each report will be submitted to Department of City Planning in a timely manner following completion/implementation of the applicable mitigation measure and shall include sufficient information to reasonably determine whether the intent of the measure has been satisfied. The Department of City Planning, in conjunction with the Project applicant, shall assure that Project construction occurs in accordance with the MMRP. The South Coast Air Quality Management District (SCAQMD) shall be responsible for the implementation of corrective actions relative to violations of SCAQMD rules associated with mitigation. Departments listed below are all departments of the City of Los Angeles, unless otherwise noted.

## **B. PROJECT DESIGN FEATURES AND MITIGATION MEASURES FOR ENVIRONMENTAL IMPACTS**

### **1. Aesthetics and Views**

#### *Project Design Features*

**PDF-AES-1** The Proposed Project shall site buildings in compliance with the requirements of the proposed LMU Specific Plan, to retain the distinctive axial and cross-axial alignment of the Alumni Mall and Sunken Garden.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Pre-Construction  
**Monitoring Frequency:** Once for each building during Administrative Clearance

Action Indicating Compliance with Mitigation Measure(s): Administrative Clearance approval

PDF-AES-2 The Proposed Project shall comply with the height and setback restrictions established by the proposed LMU Specific Plan.

Enforcement Agency: City of Los Angeles, Department of City Planning  
Monitoring Agency: City of Los Angeles, Department of Building and Safety  
Monitoring Phase: Pre-Construction  
Monitoring Frequency: Once for each building during Administrative Clearance  
Action Indicating Compliance with Mitigation Measure(s): Administrative Clearance approval

PDF-AES-3 The LMU campus shall provide, at a minimum, the acreage of open space and outdoor athletic facilities required by the proposed LMU Specific Plan.

Enforcement Agency: City of Los Angeles, Department of City Planning  
Monitoring Agency: City of Los Angeles, Department of City Planning  
Monitoring Phase: Pre-Construction  
Monitoring Frequency: Once for each building during Administrative Clearance  
Action Indicating Compliance with Mitigation Measure(s): Administrative Clearance approval

### *Mitigation Measures*

MM-AES-1 The Project applicant shall implement screening measures, which may include, but are not limited to, temporary visual barriers such as fencing around construction areas in order to limit views of the construction site(s).

Enforcement Agency: City of Los Angeles, Department of Building and Safety  
Monitoring Agency: City of Los Angeles, Department of Building and Safety  
Monitoring Phase: Construction  
Monitoring Frequency: Periodic field inspections  
Action Indicating Compliance with Mitigation Measure(s): Field inspection sign-off

## 2. Shade and Shadow

### *Project Design Features*

PDF-SH-1 The Proposed Project shall comply with the height and setback restrictions established by the proposed LMU Specific Plan.

Enforcement Agency: City of Los Angeles, Department of City Planning  
Monitoring Agency: City of Los Angeles, Department of Building and Safety  
Monitoring Phase: Pre-Construction

**Monitoring Frequency:** Once for each building during Administrative Clearance  
**Action Indicating Compliance with Mitigation Measure(s):** Administrative Clearance approval

*Mitigation Measures*

No mitigation measures required.

3. Light and Glare

*Project Design Features*

No Project Design Features proposed.

*Mitigation Measures*

**MM-LIGHT-1** The use of nighttime lighting during Project construction shall be limited to only those features on the construction site requiring illumination.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-LIGHT-2** All security lights shall be properly shielded and projected downwards during construction such that light is directed only onto the work site.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-LIGHT-3** Lighting fixtures and visors shall be adjusted upon installation to reduce spillover onto adjacent residential properties, while still maintaining adequate lighting to allow safe use of outdoor athletic facilities. Additionally, vegetation and other screening or filtering devices shall be maintained or supplemented at the edges of lit fields or at the campus perimeter at all times, such that light spillover shall not be permitted at any time to exceed an intensity of 2 foot-candles on residential property lines located along W. 78<sup>th</sup> Street, Fordham Road, W. 80<sup>th</sup> Street, and McConnell Avenue.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Operation  
**Monitoring Frequency:** Field inspection during operation  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-LIGHT-4** All outdoor lighting shall be directed downward to illuminate the intended surface (i.e., playing fields, pedestrian pathways and other high-traffic areas such as building entrances and plazas in the campus interior).

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Prior to issuance of building permit for new buildings, Operation  
**Monitoring Frequency:** Once prior to issuance of building permits for new buildings, Periodic field inspections during operation  
**Action Indicating Compliance with Mitigation Measure(s):** Issuance of building permits for new buildings; field inspection sign-off

**MM-LIGHT-5** All new outdoor lighting shall be equipped with louvers, shields, hoods, or other screening devices.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Prior to issuance of building permit for new buildings or electrical permit for athletic field lighting  
**Monitoring Frequency:** Once prior to issuance of permits for new buildings or athletic field lighting  
**Action Indicating Compliance with Mitigation Measure(s):** Issuance of building permits for new buildings; field inspection sign-off for athletic fields

**MM-LIGHT-6** The use of field lighting within all outdoor athletic facilities shall be limited to only those hours during which the facilities are being utilized, which shall not surpass 10:00 PM except in the case of overtime or extra innings.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Operation  
**Monitoring Frequency:** Periodic field inspection  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-LIGHT-7** The Applicant shall use exterior building materials and facades which eliminate or minimize highly reflective materials. At the time of plan check review for specific development projects, building materials shall be reviewed to assure that they do not exceed the reflectivity of standard building materials. If the Applicant should desire to use more reflective materials in locations isolated from major thoroughfares, adequate analysis must be presented to the Department of Building and Safety to determine that the building, due to location, would not cause glare impacts on motorists or nearby population.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-Construction  
**Monitoring Frequency:** Once during building plan check  
**Action Indicating Compliance with Mitigation Measure(s):** Plan check approval

#### 4. Air Quality

##### *Project Design Features*

See Project Design Features for Transportation, Energy, and Water Supply.

##### *Mitigation Measures*

**MM-AQ-1** General contractors shall implement a fugitive dust control program pursuant to the provisions of SCAQMD Rule 403.

**Enforcement Agency:** South Coast Air Quality Management District  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodic field inspections  
**Action Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by Project contractor

**MM-AQ-2** All construction equipment shall be properly tuned and maintained in accordance with manufacturer's specifications.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by Project contractor

**MM-AQ-3** General contractors shall maintain and operate construction equipment so as to minimize exhaust emissions. During construction, trucks and vehicles in loading and unloading queues shall turn their engines off when not in use to reduce vehicle emissions. Construction emissions shall be phased and scheduled to avoid emissions peaks and discontinued during second-stage smog alerts.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

**MM-AQ-4** Electricity rather than temporary diesel- or gasoline-powered generators shall be used at least half of the time.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Throughout grading and excavation, construction during field inspection

**Action Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

**MM-AQ-5** All construction vehicles shall be prohibited from idling in excess of 5 minutes, both on and off site.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspection

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-offs and quarterly compliance certification report submitted by project contractor



**MM-AQ-6** The Applicant shall utilize coatings and solvents that are consistent with applicable SCAQMD rules and regulations.

**Enforcement Agency:** South Coast Air Quality Management District

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-offs and quarterly compliance certification report submitted by project contractor

**MM-AQ-7** The Applicant shall schedule routine deliveries during off-peak traffic periods to encourage the reduction of trips during the most congested periods.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Grading/Construction

**Monitoring Frequency:** Throughout grading and construction

**Action Indicating Compliance with Mitigation Measure(s):** Quarterly compliance certification report submitted by project contractor

**MM-AQ-8** LMU shall require all on-site construction equipment to meet EPA Tier 2 or higher emissions standards according to the following :

- April 2010 through December 31, 2011: All offroad diesel-powered construction equipment greater than 50 horsepower (hp) shall meet Tier 2 offroad emissions standards. In addition, all construction equipment shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 2 or Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.
- January 1, 2012 through December 31, 2014: All offroad diesel-powered construction equipment greater than 50 horsepower (hp) shall meet Tier 3 offroad emissions standards. In addition, all construction equipment shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.
- Post-January 1, 2015: All offroad diesel-powered construction equipment greater than 50 horsepower (hp) shall meet Tier 4 offroad emissions standards. In addition, all construction equipment shall be outfitted with the BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.

A copy of each unit's certified tier specification, BACT determination, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off and quarterly compliance certification report submitted by project contractor

**MM-AQ-9** For equipment not covered by MM-AQ-8 above, the Project Applicant shall evaluate the potential for reducing exhaust emissions from on-road and off-road construction equipment, and implement such measures. Control technologies to be considered may include particulate traps and filters, selective catalytic reduction, oxidation catalysts, air enhancement technologies, and the use of alternatively (non-diesel) fueled engines. Considerations will include commercial availability of appropriate California Air Resources Board verified technologies.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Field-inspection sign-offs and quarterly compliance certification report submitted by project contractor

**MM-AQ-10** The Applicant shall install shaker plates at construction site exits, to minimize dirt track out and dust generation.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Field-inspection sign-off

**MM-AQ-11** The Applicant shall operate street sweepers that comply with SCAQMD Rules 1186 and 1186.1 on roads adjacent to the construction site in a nearly continuous manner so as to minimize dust emissions. Paved parking and staging areas shall be swept daily.

**Enforcement Agency:** South Coast Air Quality Management District

**Monitoring Agency:** Los Angeles City, Department of Building and Safety

**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodic field inspections  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-offs

**MM-AQ-12** An information sign shall be posted at the entrance to each construction site that identifies the permitted construction hours and provides a telephone number to call and receive information about the construction project or to report complaints regarding excessive fugitive dust generation. Any reasonable complaints shall be rectified within 24 hours of their receipt.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodic field-inspections  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-AQ-13** LMU shall require the contractor to limit construction activity over unpaved surfaces to five acres of disturbance per day or less.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodic field-inspections  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-AQ-14** LMU shall require the contractor to provide temporary traffic controls such as a flag person during all phases of construction to maintain smooth traffic flow.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodic field-inspections  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-AQ-15** LMU shall require the contractor to replace ground cover in disturbed areas as quickly as possible as permitted by the sequence of the Master Plan's project schedule.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodic field-inspections

Action Indicating Compliance with Mitigation Measure(s): Field inspection sign-off

## 5. Global Climate Change

### *Project Design Features*

See Project Design Features for Section IV.K, Transportation, Section IV.L.4, Energy, and Section IV.L.1, Water Supply.

### *Mitigation Measures*

No mitigation measures required.

## 6. Biological Resources

### *Project Design Features*

PDF-BIO-1 Development of the Proposed Project shall comply with the land use regulations for open space areas established by the proposed LMU Specific Plan.

Enforcement Agency: City of Los Angeles, Department of City Planning

Monitoring Agency: City of Los Angeles, Department of City Planning

Monitoring Phase: Pre-Construction

Monitoring Frequency: Once for each building during Administrative Clearance

Action Indicating Compliance with Mitigation Measure(s): Administrative Clearance approval

### *Mitigation Measures*

MM-BIO-1 Prior to any earthmoving activities during the breeding and nesting season from March 1 through August 31, the Applicant shall have a survey conducted by a qualified biologist to determine if active nests for breeding birds are present within the area of potential influence of the species. This area of influences shall include the nest site as well as an appropriate buffer determined by the biologist based on field observations and the biology of the species. This survey shall be conducted within three (3) days before the clearing/grubbing. If nesting birds protected under the Migratory Bird Treaty Act or California Fish and Game Code are found, the breeding/nesting area(s) shall be protected according to the biologist's recommendation that include, but are not limited to, suitable buffer area around the nest, which shall not be disturbed until the young have fledged.

Enforcement Agency: California Department of Fish & Game

Monitoring Agency: City of Los Angeles, Department of City Planning

**Monitoring Phase:** Construction  
**Monitoring Frequency:** Once prior to each earthmoving activity conducted during the breeding and nesting seasons  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report from a qualified biologist

**MM-BIO-2** Prior to any removal of trees during the months of October through February, the Applicant shall have conducted by a qualified biologist a survey to determine if monarch butterfly clusters are present within the trees to be effected by the removal. Removal of trees occupied by monarch butterfly clusters during the months of October through February shall be prohibited unless it is determined by the City that such removal is necessary by reason of good forestry practice, disease of the tree, or safety considerations. Any such determinations shall be accompanied by a written evaluation of the impacts of the proposed action on the monarch butterfly by a qualified expert.

Major construction activity within 100 feet of any trees occupied by monarch butterfly clusters shall be prohibited between October and February while the monarch butterflies are present unless a qualified expert is present and determines that such construction activities will not disturb the monarch butterfly cluster.

**Enforcement Agency:** California Department of Fish & Game  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Once prior to removal of trees between October and February  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report from a qualified biologist

**MM-BIO-3** For each protected tree intended for removal in implementation of the Project, replacement trees shall be planted in accordance with Section 46.01 of the Los Angeles Municipal Code.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once during building plan check  
**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

## 7. Paleontological Resources

### *Project Design Features*

**PDF-PALEO-1** Development of the Proposed Project shall comply with the land use regulations for open space areas established by the proposed LMU Specific Plan.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Pre-Construction  
**Monitoring Frequency:** Once for each building during Administrative Clearance  
**Action Indicating Compliance with Mitigation Measure(s):** Administrative Clearance approval

### *Mitigation Measures*

**MM-PALEO-1** Retention of Paleontologist. Prior to the initiation of construction-related earthmoving activities and excavation at depths of 5 feet below the surface of campus, the services of a qualified paleontological consulting firm approved by the City and the Natural History Museum of Los Angeles County Vertebrate Paleontology Section shall be retained and consulted. Using field observations, bore logs, geologic reports, and construction plans, the paleontologist shall determine when and where any monitoring of earthmoving activities will be required.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once prior to ground disturbance for each building  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by a qualified paleontologist

**MM-PALEO-2** Preconstruction Coordination and Environmental Awareness Training. If monitoring is required, the paleontologist or another mitigation program staff member shall coordinate with appropriate construction contractor personnel to provide information regarding applicable requirements concerning the protection of paleontological resources. Contractor personnel, particularly heavy-equipment operators, shall also be briefed on procedures to be followed in the event that fossil remains and a currently unrecorded fossil site are encountered by earthmoving activities, particularly if a paleontological construction monitor is not on site. The briefing shall be presented to new contractor personnel as necessary. Names and telephone numbers of the monitor and other

appropriate mitigation program personnel shall be provided to appropriate contractor personnel.

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning

**Monitoring Phase:** Pre-Construction

**Monitoring Frequency:** Once prior to commencement of construction and subsequently for new contractor personnel as needed

**Action Indicating Compliance with Mitigation Measure(s):** Compliance certification report from Applicant or Representative with evidence of training provided by paleontologist or another mitigation program staff member to appropriate construction contractor personnel

**MM-PALEO-3** Paleontological Monitoring and Fossil Specimen and Sample Recovery. When required, monitoring shall consist of visually inspecting debris piles and freshly exposed strata to allow for the discovery and recovery of larger fossil remains, and periodically dry test screening rock, sediment, and debris to allow for the discovery and recovery of smaller fossil remains. As soon as practicable, the monitor shall recover all larger vertebrate fossil remains, a representative sample of invertebrate or plant fossil specimens, or any fossiliferous rock or sediment sample that can be recovered easily. If recovery of a large or unusually productive fossil occurrence is warranted, earthmoving activities shall be diverted temporarily around the fossil site and a recovery crew shall be mobilized as necessary to remove the occurrence as quickly as possible. If not on site when a fossil occurrence is uncovered by such activities, the activities shall be diverted temporarily around the fossil site and the monitor called to the site to evaluate and, if warranted, recover the occurrence. If the paleontologist or monitor determines that the fossil site is too unproductive or the fossil remains not worthy of recovery by the monitor, no further action will be taken to preserve the fossil site or remains, and earthmoving activities shall be allowed to proceed through the site immediately. The location and proper geologic context of any recovered fossil occurrence or rock or sediment sample shall be documented.

Any recovered rock or sediment sample from the Palos Verdes Sand or non-marine terrace cover shall be processed to allow for the recovery of smaller fossil remains that normally are too small to be observed by the monitor. Pursuant to Society of Vertebrate Paleontology (1995) standard measures, no more than 6,000 pounds (12,000 pounds total) of the rock or sediment shall be processed from either the Palos Verdes Sand or terrace cover.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodically as needed  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by a qualified paleontologist, per MM-PALEO-5

**MM-PALEO-4** Final Laboratory Tasks. All fossil specimens recovered from the Project area as a result of mitigation, including those recovered as the result of processing rock or sediment samples, will be treated (i.e., prepared, identified, curated, catalogued) in accordance with designated museum repository requirements. Rock or sediment samples will be submitted to commercial laboratories for microfossil, pollen, radiometric dating, or other analysis, as appropriate.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodically as needed  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by a qualified paleontologist, per MM-PALEO-5

**MM-PALEO-5** Reporting. The monitor shall maintain daily monitoring logs that include the particular tasks accomplished, the earthmoving activity monitored, the location where monitoring was conducted, the rock unit(s) encountered, the fossil specimens recovered, and associated specimen data and corresponding geologic and geographic site data. A final technical report of results and findings shall be prepared by the paleontologist in accordance with any City requirement and archived at the museum repository.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodically as needed  
**Action Indicating Compliance with Mitigation Measure(s):** Final technical report of results and findings by monitor/paleontologist

## 8. Archaeological Resources

### *Project Design Features*

**PDF-ARCH-1** The Proposed Project shall be consistent with the open space land use regulations established by the proposed LMU Specific Plan.

**Enforcement Agency:** City of Los Angeles, Department of City Planning



**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Pre-Construction  
**Monitoring Frequency:** Once for each building during Administrative Clearance  
**Action Indicating Compliance with Mitigation Measure(s):** Administrative Clearance approval

### *Mitigation Measures*

**MM-ARCH-1:** Archaeological resources shall be avoided, or unavoidable disturbance shall be mitigated through data recovery, documentation, analysis, and curation. Archaeological treatment plans shall be developed and implemented, as applicable. All materials and records resulting from implementation of the archaeological treatment plans shall be curated in accordance with 36 Code of Federal Regulations, Part 79 (Curation of Federally Owned and Administered Archaeological Collections).

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Throughout grading and excavation for each building  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by archaeological monitor, per MM-ARCH-12

**MM-ARCH-2:** Prior to starting ground-disturbing activities such as construction work on campus, LMU shall retain a Project archaeologist who meets the Secretary of the Interior's guidelines and is listed in the Register of Professional Archaeologists. In addition, a Native American member of the Gabrieleno/Tongva Tribal community shall be retained under contract as a monitor.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once prior to construction for each building  
**Action Indicating Compliance with Mitigation Measure(s):** Retention of archaeologist and Native American monitor

**MM-ARCH-3:** Before beginning the planned ground-disturbing activities (such as material grading and excavation activities), LMU shall consult with the archaeologist to determine if any potential exists as a result of the planned ground-disturbing activities for disturbance or damage to archaeological resources. The Proposed Project archaeologist shall conduct a preliminary archaeological evaluation (which may include subsurface evaluation) to determine if there are archaeological resources present. If none are determined to be present within the area of planned ground-disturbing activity, then the archaeologist

shall determine there is no potential for disturbance or damage to archaeological resources and the area may be cleared for construction work without the need for further archaeological work.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once prior to ground disturbance for each building  
**Action Indicating Compliance with Mitigation Measure(s):** Memorandum from archaeologist documenting determination whether monitoring is required or not

**MM-ARCH-4:** If the archaeologist determines there is potential for damage to archaeological resources due to planned ground-disturbing activities, all ground-disturbing activities shall be monitored by the Proposed Project archaeologist and a Native American member of the Gabrieleno/Tongva Tribal community and mitigation for any potential adverse effects to archaeological resources from construction, as identified in mitigation measures MM-ARCH-5 through MM-ARCH-12, shall be conducted.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Throughout grading and excavation  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by archaeological monitor, per MM-ARCH-12

**MM-ARCH-5:** If based on a preliminary archaeological evaluation the archaeologist determines there are no archaeological resources present, but archaeological resources are encountered, work shall halt and LMU shall consult again with the archaeologist to determine if any potential exists as a result of the planned ground-disturbing activities for disturbance or damage to archaeological resources (see mitigation measure MM-ARCH-3).

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Throughout grading and excavation  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by archaeological monitor, per MM-ARCH-12

**MM-ARCH-6:** If archaeological discoveries are identified during monitoring of ground-disturbing activity, the archaeologist may order the temporary diversion of work outside a 200-foot

radius around the discovery until the archaeologist has evaluated the nature and significance of the find.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Throughout grading and excavation  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by archaeological monitor, per MM-ARCH-12

**MM-ARCH-7:** If potential human remains are encountered during ground-disturbing activities, all work shall halt, and the Los Angeles County Coroner's Office shall be notified, as prescribed in Public Resources Code Section 5097.98 and Health and Safety Code Section 7050.5, and as required by the *State CEQA Guidelines* (Section 15126.4(b)(3) of the California Code of Regulations). If the Coroner determines that the remains are of Native American origin, the Coroner shall proceed as directed in Section 15064.5(e) of the State CEQA Guidelines. LMU shall follow all guidelines outlined in Public Resources Code Section 5097.98 and Section 5097.94(k).

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Throughout grading and excavation  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by archaeological monitor, per MM-ARCH-12

**MM-ARCH-8:** If significant archaeological resources are encountered, a data recovery plan to mitigate potential adverse effects of construction to a less than significant level shall be developed and implemented. This data recovery plan shall include methods for hand-excavation, analysis, and report writing and also shall provide procedures for the curation of any collected material at a facility meeting professional standards.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Throughout grading and excavation  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by archaeological monitor, per MM-ARCH-12

**MM-ARCH-9:** After the archaeologist determines that potential impacts to archaeological resources have been mitigated, where necessary, work may resume in the area where the archaeological resources were encountered.

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning

**Monitoring Phase:** Construction

**Monitoring Frequency:** Throughout grading and excavation

**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by archaeological monitor, per MM-ARCH-12

**MM-ARCH-10:** Any artifacts uncovered shall be recorded and removed for storage at a location to be determined by the archaeologist.

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning

**Monitoring Phase:** Construction

**Monitoring Frequency:** Throughout grading and excavation

**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by archaeological monitor, per MM-ARCH-12

**MM-ARCH-11:** If archaeological resources are encountered outside of presently recorded site boundaries of CA-LAN-61, CA-LAN-212, and CA-LAN-1018, the site shall be recorded in accordance with requirements of the State Office of Historic Preservation (i.e., using Department of Parks and Recreation [DPR] 523 forms) and evaluated.

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning

**Monitoring Phase:** Construction

**Monitoring Frequency:** Throughout grading and excavation

**Action Indicating Compliance with Mitigation Measure(s):** Compliance report by archaeological monitor, per MM-ARCH-12

**MM-ARCH-12:** Draft reports on archaeological findings shall be prepared by the Proposed Project archaeologist for submission to the City of Los Angeles for review. Final versions of these reports shall be submitted to the City of Los Angeles, LMU, and the South Central Coastal Information Center at California State University, Fullerton. The report shall outline the data recovery plan in place for mitigation and shall describe the history of the Proposed Project area, research questions, the field and laboratory methods and results, and how these findings coincide with both the project research questions and the broader context of archaeology in the region. Collected material and project paperwork shall be curated at a facility meeting professional standards.

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning

**Monitoring Phase:** Post-construction

**Monitoring Frequency:** Once at conclusion of grading and excavation

**Action Indicating Compliance with Mitigation Measure(s):** Submittal of reports on archaeological findings by archaeologist to City of Los Angeles, Department of City Planning, LMU, and the South Central Coastal Information Center at California State University, Fullerton

## 9. Historical Resources

### *Project Design Features*

**PDF-HIST-1** Xavier Hall, St. Robert's Hall, Sacred Heart Chapel and the bluff-face letter "L" shall be retained under the Proposed Project. Any renovations to these historic resources shall be made in compliance with the Secretary of the Interior's Standards.

**Enforcement Agency:** City of Los Angeles, Department of City Planning (Office of Historic Resources)

**Monitoring Agency:** City of Los Angeles, Department of City Planning (Office of Historic Resources)

**Monitoring Phase:** Pre-Construction

**Monitoring Frequency:** Once during building plan check for renovation of historic resource buildings

**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

## *Mitigation Measures*

**MM-HIST-1** LMU shall prepare documentation of Xavier Hall, St. Robert's Hall, and Sacred Heart Chapel prior to issuance of a construction permit for any work on those buildings. This documentation shall include:

- A brief written construction history in narrative format for each building.
- A site plan showing the location of each building. This site plan shall include a photo key.
- A sketch floor plan for each building.
- Field photographs (35mm) based on Historic American Buildings Survey guidelines. Views shall include contextual views, all exterior elevations, detailed views of significant exterior architectural features, and interior views of significant historical architectural features or spaces (if any).
- Available historic photographs and historic plans.

**Enforcement Agency:** City of Los Angeles, Department of City Planning (Office of Historic Resources)

**Monitoring Agency:** City of Los Angeles, Department of City Planning (Office of Historic Resources)

**Monitoring Phase:** Pre-Construction

**Monitoring Frequency:** Once during building plan check for renovation of historic resource buildings

**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

**MM-HIST-2** Renovation and rehabilitation of Xavier Hall, St. Robert's Hall, and Sacred Heart Chapel shall conform to the Secretary of the Interior's Standards

**Enforcement Agency:** City of Los Angeles, Department of City Planning (Office of Historic Resources)

**Monitoring Agency:** City of Los Angeles, Department of City Planning (Office of Historic Resources)

**Monitoring Phase:** Pre-Construction

**Monitoring Frequency:** Once during building plan check for renovation of historic resource buildings

**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

**MM-HIST-3** Prior to issuance of a permit for earth excavation or earth moving activities that could impact Xavier Hall, St. Robert's Hall, or Sacred Heart Chapel, LMU shall create a shoring plan to ensure the protection of Xavier Hall, St. Robert's Hall, and Sacred Heart Chapel.

**Enforcement Agency:** City of Los Angeles, Department of City Planning (Office of Historic Resources), Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once for each building during building plan check

**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

**MM-HIST-4** Prior to the issuance of any permit for the demolition or exterior or structural modification of the Edward T. Foley Center, LMU shall undertake additional historic resources assessment in coordination with the Department of City Planning, Office of Historic Resources, of the subject building's eligibility for the National Register of Historic Places, California Register of Historic Resources, and City Historic-Cultural Monument status. If the building is identified as a historical resource, written approval shall be obtained from the Office of Historic Resources that such work conforms to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

**Enforcement Agency:** City of Los Angeles, Department of City Planning (Office of Historic Resources), Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once during building plan check

**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

## 10. Geology

### *Project Design Features*

No Project Design Features are proposed.

## *Mitigation Measures*

### **Geological Hazards**

**MM-GEO-1** Project-level (i.e., building-specific) geotechnical investigations shall be required prior to finalizing grading and construction plans for individual Proposed Project buildings and campus improvements.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-Construction

**Monitoring Frequency:** Once for each building prior to issuance of building permits

**Action Indicating Compliance with Mitigation Measure(s):** Submittal of geotechnical reports for individual Proposed Project buildings and campus improvements.

**MM-GEO-2** Individual buildings and improvements shall be designed and constructed in accordance with the requirements outlined in the most current edition of the California Building Code and the Los Angeles Uniform Building Code, as well as all applicable provisions of Chapter IX, Division 70 of the Los Angeles Municipal Code, which addresses grading, excavation, and fill, Department of the State Architect requirements, and federal building code requirements.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-Construction

**Monitoring Frequency:** Once for each building prior to issuance of building permits

**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

**MM-GEO-3** Prior to issuance of a grading permit for an individual building or improvement, expansion testing shall be performed in accordance with UBC Standard 29-2 and ASTM Standard D4829 to determine the expansion potential of any import soils. Any required import fill and at least the upper 2 feet of fill beneath floor slabs and beneath other concrete slabs and walks shall consist of relatively non-expansive soils with an Expansion Index of less than 35.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once for each building prior to issuance of grading permit

**Action Indicating Compliance with Mitigation Measure(s):** Issuance of grading permit



**MM-GEO-4** Prior to issuance of a grading permit for an individual building or improvement, corrosion testing shall be performed and proper corrosion protection shall be implemented where required in accordance with the Los Angeles Uniform Building Code, including all applicable provisions of Chapter IX, Division 70 of the Los Angeles Municipal Code, which addresses grading, excavations and fills.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once for each building prior to issuance of grading permit

**Action Indicating Compliance with Mitigation Measure(s):** Issuance of grading permit

**MM-GEO-5** Slope stability evaluations shall be performed prior to issuance of a grading permit for buildings and improvements adjacent to bluff slopes. Slope stability evaluations shall be performed along critical cross sections of the slope adjacent to each area of potential development during the design-level geotechnical studies. The design minimum factors of safety under static and pseudostatic loading conditions shall be taken as 1.5 and 1.1, respectively, following accepted geotechnical practices and agency guidelines.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once for each building prior to issuance of grading permit

**Action Indicating Compliance with Mitigation Measure(s):** Issuance of grading permit

### **Sedimentation and Erosion**

**MM-GEO-6** Project-level hydrology plans shall be required prior to finalizing grading and construction plans for individual Proposed Project buildings and campus improvements. Hydrology plans shall be designed in conformance with current local, state, and federal regulatory requirements.

**Enforcement Agency:** City of Los Angeles, Department of Public Works

**Monitoring Agency:** City of Los Angeles, Department of Public Works

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once for each building prior to issuance of grading permit

**Action Indicating Compliance with Mitigation Measure(s):** Issuance of grading permit

**MM-GEO-7** Prior to the start of soil-disturbing activities at the site, a Notice of Intent and Storm Water Pollution Prevention Plan shall be prepared in accordance with, and in order to partially fulfill, the California State Water Resources Control Board Order No. 99-08-DWQ, National Pollution Discharge Elimination System General Permit No. CAS000002

(General Construction Permit) and Chapter 6 Article 4.4, Stormwater and Urban Runoff Pollution Control from the Los Angeles Municipal Code. The Storm Water Pollution Prevention Plan shall meet the applicable provisions of Sections 301 and 402 of the California Water Act and Chapter 6 Article 4.4, Stormwater and Urban Runoff Pollution Control from the Los Angeles Municipal Code, by requiring controls of pollutant discharges that utilize best available technology economically achievable and best conventional pollutant control technology to reduce pollutants.

**Enforcement Agency:** City of Los Angeles, Department of Public Works  
**Monitoring Agency:** City of Los Angeles, Department of Public Works  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once for each building prior to issuance of a grading permit  
**Action Indicating Compliance with Mitigation Measure(s):** Issuance of grading permit

**MM-GEO-8** General contractors shall implement a fugitive dust control program pursuant to the provisions of SCAQMD Rule 403.

**Enforcement Agency:** South Coast Air Quality Management District  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Periodic field inspections  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

## 11. Hazards

### *Project Design Features*

**PDF-HAZ-1** The transport, storage, use, and disposal of hazardous materials shall be overseen by the LMU Environmental Health and Safety Department in compliance with federal, state, and local regulations. In the unlikely event of a real or potential release, the LMU Environmental Health and Safety Department's emergency procedure for hazardous materials spills and releases shall be employed.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Operation  
**Monitoring Frequency:** Periodic field inspection  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

## *Mitigation Measures*

**MM-HAZ-1** Prior to issuance of a demolition permit for a building, LMU shall submit verification to the City of Los Angeles Department of Building and Safety that an asbestos survey of the building has been conducted. If asbestos is found, such asbestos shall be removed prior to demolition in accordance with SCAQMD Rule 1403 and any other applicable regulations.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once for each building prior to issuance of a demolition permit  
**Action Indicating Compliance with Mitigation Measure(s):** Issuance of a demolition permit

**MM-HAZ-2** Prior to issuance of a demolition permit for a building, LMU shall submit verification to the City of Los Angeles Department of Building and Safety that a lead-based paint survey of the building has been conducted. If lead based paint is found, LMU shall follow all procedural requirements and regulations for proper removal and disposal of the lead based paint prior to demolition.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once for each building prior to issuance of a demolition permit  
**Action Indicating Compliance with Mitigation Measure(s):** Issuance of a demolition permit

**MM-HAZ-3** Fluorescent light ballast and other product labels shall be inspected prior to demolition. If the labels do not include the statement, "No PCBs," the product(s) shall be properly removed by a licensed PCB removal contractor and disposed of as PCB-containing waste prior to demolition.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once for each building prior to issuance of a demolition permit  
**Action Indicating Compliance with Mitigation Measure(s):** Issuance of a demolition permit

**MM-HAZ-4** All personnel potentially exposed to asbestos- or lead-containing materials shall be trained and protected in accordance with California Division of Occupational Safety and Health regulations.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once for each building prior to issuance of a demolition permit

**Action Indicating Compliance with Mitigation Measure(s):** Report from Owner/Contractor documenting personnel training completion prior to issuance of a demolition permit

**MM-HAZ-5** During subsurface excavation activities, including borings, trenching, and grading, California Division of Occupational Safety and Health worker safety measures shall be implemented as required to preclude any exposure to unsafe levels of soil gases, including but not limited to methane.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-HAZ-6** Construction of new buildings and paved areas within the portions of campus located in a Methane Zone and Methane Buffer Zone as designated by the Los Angeles Department of Building and Safety shall comply with the City's Methane Seepage Regulations and the specifications of the Los Angeles Department of Building and Safety.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-Construction

**Monitoring Frequency:** Once for each building during building plan check

**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

## 12. Surface Water Hydrology and Water Quality

### *Project Design Features*

**PDF-HWQ-1** The runoff from 16 acres at the southwest corner of Burns Campus shall be diverted to the McConnell Avenue storm drain by rerouting these storm drains to the southeast.

**Enforcement Agency:** City of Los Angeles, Department of Public Works

**Monitoring Agency:** City of Los Angeles, Department of Public Works

**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once during building plan check for each new building to be located on the southwest corner of Burns Campus  
**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

**PDF-HWQ-2** During Proposed Project construction of components on Burns Campus, the 24-inch LMU-owned storm drain leaving the Sunken Garden and the 12-inch LMU-owned storm drain immediately to the east of the Sunken Garden, and the 8-inch and 12-inch storm drains at the southwest corner of Burns Campus, shall be upsized to alleviate flooding in the Sunken Garden area and to accommodate additional runoff volume.

**Enforcement Agency:** City of Los Angeles, Department of Public Works  
**Monitoring Agency:** City of Los Angeles, Department of Public Works  
**Monitoring Phase:** Pre-Construction  
**Monitoring Frequency:** Reviewed during building plan check for each new building to be connected to the upsized storm drains  
**Action Indicating Compliance with Mitigation Measure(s):** Building plan check approval

### *Mitigation Measures*

**MM-HWQ-1** Prior to the start of soil-disturbing activities for individual projects on campus, a Notice of Intent (NOI) and Storm Water Pollution Prevention Plan shall be prepared in accordance with, and in order to partially fulfill, the California SWRCB Order No. 99-08-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002 (General Construction Permit). The Storm Water Pollution Prevention Plan shall meet the applicable provisions of Sections 301 and 402 of the Clean Water Act and Chapter 6 Article 4.4, Storm Water and Urban Runoff Pollution Control from the City of Los Angeles Municipal Code by requiring controls of pollutant discharges that utilize best available technology economically achievable and best conventional pollutant control technology to reduce the rate and quantity of stormwater runoff. Examples of best available technology economically achievable and best conventional pollutant control technology that may be implemented during site grading and construction could include straw hay bales, straw bale inlet filters, filter barrier infiltration pits, stormwater cisterns, and silt fences.

**Enforcement Agency:** City of Los Angeles, Department of Public Works  
**Monitoring Agency:** City of Los Angeles, Department of Public Works  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once for each building prior to issuance of a grading permit

**Action Indicating Compliance with Mitigation Measure(s):** Issuance of a grading permit

**MM-HWQ-2** LMU shall prepare and implement for individual projects on campus a Standard Urban Storm Water Mitigation Plan in accordance with the requirements of Chapter 6 Article 4.4, Storm Water and Urban Runoff Pollution Control, from the City of Los Angeles Municipal Code, to ensure that stormwater runoff water quality is managed through implementation of appropriate and applicable Best Management Practices. Prior to issuance of any grading or building permits for individual projects on campus, the City of Los Angeles Department of Public Works must approve the Standard Urban Storm Water Mitigation Plan.

**Enforcement Agency:** City of Los Angeles, Department of Public Works

**Monitoring Agency:** City of Los Angeles, Department of Public Works

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once for each building prior to issuance of a grading permit

**Action Indicating Compliance with Mitigation Measure(s):** Issuance of a grading permit

**MM-HWQ-3** During the construction of individual projects , project contractors shall properly store hazardous materials to prevent contact with precipitation or runoff.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspections

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-HWQ-4** During Proposed Project construction and subsequent operation, project contractors and LMU, respectively, shall develop and maintain effective monitoring and cleanup programs for spills and leaks of hazardous materials.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction and Operation

**Monitoring Frequency:** Periodic field inspection

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-HWQ-5** During Proposed Project construction and subsequent operation, project contractors and LMU, respectively, shall place equipment to be repaired or maintained in covered areas on a pad of absorbent material to contain leaks, spills, or small discharge.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction and Operation  
**Monitoring Frequency:** Periodic field inspection  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-HWQ-6** During Proposed Project construction and subsequent operation, project contractors and LMU, respectively, shall provide periodic and consistent removal of landscape and construction debris.

**Enforcement Agency:** City of Los Angeles, Department of Public Works (Bureau of Sanitation)  
**Monitoring Agency:** City of Los Angeles, Department of Public Works (Bureau of Sanitation)  
**Monitoring Phase:** Construction and Operation  
**Monitoring Frequency:** Periodic field inspection  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-HWQ-7** During Proposed Project construction and subsequent operation, project contractors and LMU, respectively, shall sweep parking lots at regular, frequent intervals to remove debris and shall also remove any significant chemical residue on the Project site through appropriate methods.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction and Operation  
**Monitoring Frequency:** Periodic field inspection  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-HWQ-8** LMU shall prepare and implement for individual projects on campus a Wet Weather Erosion Control Plan during between October 1 and April 15 in accordance with the requirements of Section 7002 of the Los Angeles Building Code.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-Construction, Construction  
**Monitoring Frequency:** Once prior to issuance of grading permit, Periodic field inspection  
**Action Indicating Compliance with Mitigation Measure(s):** Issuance of grading permit, Field inspection sign-off

### 13. Land Use and Planning

#### *Project Design Features*

PDF-LU-1 The Proposed Project shall comply with the land use regulations established by the proposed LMU Specific Plan.

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning and Department of Building and Safety

**Monitoring Phase:** Pre-construction, Operation

**Monitoring Frequency:** Once during Substantial Compliance Review for new buildings; periodic during operation

**Action Indicating Compliance with Mitigation Measure(s):** Administrative Clearance approval; field inspection sign-off

#### *Mitigation Measures*

No mitigation measures required.

### 14. Noise

#### *Project Design Features*

PDF-NOISE-1 During construction activities, the operation of vibratory rollers and sonic pile drivers shall occur at a minimum distance of 50 feet from the campus boundary, and shall occur at a minimum distance of 84 feet from Xavier Hall, St. Robert's Hall, and Sacred Heart Chapel.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspection

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

PDF-NOISE-2 LMU shall provide construction worker parking at an off-site location in the campus vicinity. A shuttle service shall transport workers to and from campus in the morning and afternoon. No worker parking shall be permitted on residential streets.

**Enforcement Agency:** City of Los Angeles, Department of Transportation

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction

**Monitoring Frequency:** Periodic field inspection

**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off



**PDF-NOISE-3** All speakers for modified and new outdoor audio systems shall be mounted to face spectator areas, be directed away from adjacent residences, and be set to provide that sound levels from the systems do not exceed the off-campus ambient noise levels listed in Exhibit 7 of the LMU Specific Plan by 5 dB(A).

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning

**Monitoring Phase:** Pre-Construction, Operation

**Monitoring Frequency:** Once prior to issuance of building (electrical) permit for new equipment, Periodic field inspection

**Action Indicating Compliance with Mitigation Measure(s):** Issuance of building (electrical) permit for new equipment; field inspection sign-off

**PDF-NOISE-4** New parking structures shall include a half-wall on the grade-level parking deck and/or full walls on the sides of the parking structure that face nearby residential receptors.

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning

**Monitoring Phase:** Pre-Construction

**Monitoring Frequency:** Once for each parking structures during Administrative Clearance

**Action Indicating Compliance with Mitigation Measure(s):** Administrative Clearance approval

**PDF-NOISE-5** LMU's Department of Public Safety shall continue to respond to on-campus incidents regarding excessive noise and student violations shall be sanctioned as provided in LMU's Student Conduct Code.

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning

**Monitoring Phase:** Operation

**Monitoring Frequency:** Periodically during operation

**Action Indicating Compliance with Mitigation Measure(s):** Compliance certification report by Applicant

**PDF-NOISE-6** No source of outdoor amplified sound shall be installed or maintained on the LMU Campus within 150 feet of residential areas in the R1 zone zone. Outdoor amplified sound shall be prohibited in the Athletic Planning Area in the northeast corner of Campus. Emergency address systems shall be exempted from this requirement.

**Enforcement Agency:** City of Los Angeles, Department of City Planning

**Monitoring Agency:** City of Los Angeles, Department of City Planning and Department of Building and Safety

**Monitoring Phase:** Pre-construction, Operation

**Monitoring Frequency:** Once prior to issuance of building (electrical) permit for new equipment; periodically during operation  
**Action Indicating Compliance with Mitigation Measure(s):** Issuance of building (electrical) permit for new equipment; field inspection sign-off

### *Mitigation Measures*

**MM-NOISE-1** All construction activity shall be conducted in accordance with Section 112.05 of the Los Angeles Municipal Code Noise Ordinance, which states that all technically feasible measures shall be implemented to reduce noise levels of construction equipment operating within 500 feet of residential areas in cases where noise levels exceed 75 dB(A) at 50 feet from the noise source. The Project applicant shall therefore require in contract specifications that the following construction best management practices (BMPs) be implemented by contractors to reduce construction noise levels:

- Two weeks prior to the commencement of construction of new buildings or any project requiring an Administrative Clearance under the Specific Plan, notification must be provided to surrounding land uses within 500 feet of a Project site disclosing the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period;
- Ensure that construction equipment is properly muffled according to industry standards and in good working condition;
- Place noise-generating construction equipment and locate construction staging areas away from sensitive uses;
- Schedule high noise- and vibration-producing activities between the hours of 8:00 AM and 5:00 PM to minimize disruption to sensitive uses;
- Implement noise attenuation measures, which may include, but are not limited to, temporary noise barriers such as curtains around construction areas or noise blankets around stationary construction noise sources in order to limit construction noise generation from exceeding existing ambient exterior noise levels by 5 dB(A) at a noise sensitive use;
- Use electric air compressors and similar power tools rather than diesel equipment, for construction equipment that is available and economically feasible;
- Construction-related equipment, including heavy-duty equipment, motor vehicles, and portable equipment, shall be turned off when not in use for more than 20 minutes; and
- Construction hours, allowable workdays, and the phone number of the job superintendent shall be posted clearly at all construction entrances to allow for surrounding owners and residents to contact the job superintendent. If the City of

Los Angeles or the construction relations liaison receives a complaint, the liaison shall investigate, take appropriate corrective action, and report the action taken to the reporting party. Contract specifications shall be included in the Project construction documents, which shall be reviewed by City of Los Angeles representatives prior to issuance of a grading permit.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-Construction, Construction  
**Monitoring Frequency:** Prior to issuance of building permit; periodic field-inspection  
**Action Indicating Compliance with Mitigation Measure(s):** Submittal of construction contracts with BMPs included; field inspection sign-off

**MM-NOISE-2** The Project applicant shall require by contract specifications that heavily loaded trucks used during construction be routed away from residential streets. Contract specifications shall be included in the Project construction documents, which shall be reviewed by the City of Los Angeles representatives prior to issuance of a grading permit.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once prior to issuance of a grading permit  
**Action Indicating Compliance with Mitigation Measure(s):** Issuance of a grading permit

**MM-NOISE-3** The use of existing or improved audio systems associated with Sullivan Field, Page Stadium, Smith Field, and Burns Recreation Center Pool shall be limited to only those hours during which the facilities are being utilized, which shall not surpass 10:00 PM, except in the case of overtime or extra innings.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safty  
**Monitoring Phase:** Operation  
**Monitoring Frequency:** Periodically during operation  
**Action Indicating Compliance with Mitigation Measure(s):**Field inspection sign-off

## 15. Police Protection

### *Project Design Features*

**PDF-POL-1** The LMU Department of Public Safety shall continue to provide first-response police protection services for the LMU campus and implement such security measures as maintaining a security booth located off Lincoln Boulevard, operating a network of

security cameras on the campus, and securing all student resident halls by authorized key card entry.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Operation  
**Monitoring Frequency:** Ongoing throughout operation  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance certification report by Applicant

### *Mitigation Measures*

**MM-POL-1** During Project construction, construction sites shall be secured with fencing and locked entrances. Construction equipment, tools and materials shall be secured by locking or placing them within sheds and/or other inaccessible areas while not in use. Construction sites shall be lighted as necessary at night to deter theft and vandalism.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Ongoing throughout construction  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-POL-2** Prior to the issuance of a building permit, the Los Angeles Police Department, Pacific Division, Crime Prevention Unit, shall have the opportunity to comment regarding security and crime prevention features.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once for each building prior to issuance of building permit  
**Action Indicating Compliance with Mitigation Measure(s):** Los Angeles Police Department correspondence to Department of City Planning documenting review.

**MM-POL-3** Upon completion of each building or facility, a diagram of each completed building or facility shall be provided to the Los Angeles Police Department Pacific Division Commanding Officer. The diagram shall include access routes, building locations, and any additional information that would facilitate police response.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Police Department  
**Monitoring Phase:** Post-construction  
**Monitoring Frequency:** Once at completion of building/facility construction

Action Indicating Compliance with Mitigation Measure(s): Submittal of building or facility diagram to Police Department.

## 16. Fire Protection and Emergency Medical Services

### *Project Design Features*

PDF-FIRE-1 LMU's Department of Public Safety shall continue to act as a first responder in emergencies and implement LMU's emergency procedures.

Enforcement Agency: City of Los Angeles, Department of City Planning

Monitoring Agency: City of Los Angeles, Department of City Planning

Monitoring Phase: Operation

Monitoring Frequency: Annually

Action Indicating Compliance with Mitigation Measure(s): Compliance certification report by Applicant

### *Mitigation Measures*

MM-FIRE-1 Prior to the issuance of any building permit, a plot plan shall be submitted to the Fire Department for approval.

Enforcement Agency: City of Los Angeles, Fire Department

Monitoring Agency: City of Los Angeles, Department Building and Safety

Monitoring Phase: Pre-construction

Monitoring Frequency: Once for each building prior to issuance of building permit

Action Indicating Compliance with Mitigation Measure(s): Fire Department approval

MM-FIRE-2 Prior to the issuance of any building permit, definitive plot plan and specifications including fire prevention features for the Project shall be submitted to and approved by the Fire Department.

Enforcement Agency: City of Los Angeles, Fire Department

Monitoring Agency: City of Los Angeles, Department of Building and Safety

Monitoring Phase: Pre-construction

Monitoring Frequency: Once for each building prior to issuance of building permit

Action Indicating Compliance with Mitigation Measure(s): Fire Department approval

MM-FIRE-3 Adequate off-site public and on-site private fire hydrants shall be required. The exact number and location of the hydrants shall be determined after the Fire Department reviews the plot plan. LMU shall be required to pay for any hydrant installations required by the Fire Department.

Enforcement Agency: City of Los Angeles, Fire Department

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once for each building prior to issuance of building permit  
**Action Indicating Compliance with Mitigation Measure(s):** Fire Department approval

**MM-FIRE-4** Adequate vehicular access ways around all multi-story buildings shall be required by the Fire Department where buildings exceed two stories in height.

**Enforcement Agency:** City of Los Angeles, Fire Department  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once for each building prior to issuance of building permit  
**Action Indicating Compliance with Mitigation Measure(s):** Fire Department approval

**MM-FIRE-5** Where fire apparatus will be driven onto the road level surface of a subterranean parking structure, the structural foundation of the subterranean parking structures shall be engineered to withstand a bearing pressure of 8,600 pounds per square foot.

**Enforcement Agency:** City of Los Angeles, Fire Department  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-Construction  
**Monitoring Frequency:** Once for each building prior to issuance of building permit  
**Action Indicating Compliance with Mitigation Measure(s):** Fire Department approval

**MM-FIRE-6** LMU shall covenant that all streets on campus shall be open to free travel of emergency vehicles.

**Enforcement Agency:** City of Los Angeles, Department of Transportation  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once prior to issuance of building permit for first building developed pursuant to LMU Specific Plan  
**Action Indicating Compliance with Mitigation Measure(s):** Applicant submittal of recorded covenant

**MM-FIRE-7** LMU shall work with the Los Angeles Department of Water and Power to construct or otherwise suitably guarantee the construction of water system improvements as needed to meet the on-site fire flow requirements set forth by LAFD. In the event off-site improvements are necessary, LMU shall contribute its fair share to water system improvements to meet the on-site fire flow requirements set forth by the Fire Department.

**Enforcement Agency:** Los Angeles Department of Water and Power; City of Los Angeles, Fire Department

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-Construction  
**Monitoring Frequency:** Once after submittal of plans for water system improvements to meet the on-site fire flow improvements for each building prior to issuance of building permit  
**Action Indicating Compliance with Mitigation Measure(s):** Department of Water and Power and Fire Department approval

## 17. Recreation and Parks

### *Project Design Features*

**PDF-REC-1** The LMU Campus shall provide, at a minimum, the acreage of open space and outdoor athletic facilities required by the proposed LMU Specific Plan.

**Enforcement Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Pre-Construction  
**Monitoring Frequency:** Once for each building during Administrative Clearance  
**Action Indicating Compliance with Mitigation Measure(s):** Administrative Clearance approval

### *Mitigation Measures*

No mitigation measures required.

## 18. Transportation

### *Project Design Features*

No Project Design Features are proposed.

### *Mitigation Measures*

#### Construction Mitigation Measures

**MM-TRAF-1** Prior to the issuance of demolition permits, a Construction Traffic Management Plan shall be prepared and submitted to the City of Los Angeles Department of Transportation for review and approval. The Construction Traffic Management Plan shall include information such as haul routes and staging plans. The Construction Traffic Management Plan shall include the following elements:

- Provisions to configure construction parking to minimize traffic interference and avoid parking on residential streets.

- Consolidating and coordinating haul trucks, deliveries, and pick-ups to reduce the potential for trucks waiting to load or unload for protracted periods of time.
- Construction equipment traffic from the contractors shall be controlled by flagman in order to minimize circulation conflicts and obstruction of through-traffic lanes.
- Maintaining access to residences and businesses.
- Provision of safety precautions for pedestrians and bicyclists through such measures as alternate routing, and protection barriers.

**Enforcement Agency:** City of Los Angeles, Department of Transportation  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once for each building prior to issuance of demolition permits  
**Action Indicating Compliance with Mitigation Measure(s):** Approval by Department of Transportation; issuance of demolition permit

**MM-TRAF-2** Construction worker parking shall be provided at an off-site location in the campus vicinity, where sufficient parking for the expected number of workers can be accommodated. A shuttle service shall be provided to transport construction workers to and from campus in the morning and afternoon. No construction worker parking shall be permitted on residential streets.

**Enforcement Agency:** City of Los Angeles, Department of Transportation  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Construction  
**Monitoring Frequency:** Ongoing throughout construction  
**Action Indicating Compliance with Mitigation Measure(s):** Field inspection sign-off

**MM-TRAF-3** The Proposed Project applicant shall implement at least one of the following Transportation Demand Management (TDM) strategies to mitigate Proposed Project-related intersection impacts during Project buildout.

- Increase number of residential beds to 4,250 from the 3,261 beds currently available (an increase of 989 beds). This mitigation measure would allow the campus to grow to 9,545 FTE students, faculty, and staff before a significant traffic-related significant impact occurs.
- Implement a 5 percent faculty/staff TDM program as discussed in the *Transportation Impacts Analysis* prepared in December 2009 for the Proposed Project and increase the number of residential beds to at least 4,197 from the 3,261 beds currently available (an increase of 936 beds). This mitigation measure would allow the campus to grow to the full 9,600 FTE students, faculty, and staff buildout without significant traffic-related impacts.



- Implement a 10 percent faculty/staff TDM program as discussed in the *Transportation Impacts Analysis* prepared in December 2009 for the Proposed Project and increase the number of residential beds to at least 4,032 from the 3,261 beds currently available (an increase of 771 beds). This mitigation measure would allow the campus to grow to the full 9,600 FTE students, faculty, and staff buildout without significant traffic-related impacts.

**Enforcement Agency:** City of Los Angeles, Department of Transportation  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Operation  
**Monitoring Frequency:** Ongoing until Project buildout  
**Action Indicating Compliance with Mitigation Measure(s):** Compliance certification report by Applicant approved by Department of Transportation

**MM-TRAF-4** The Transportation Demand Management (TDM) program implementation and monitoring shall be conducted in accordance with the guidelines set forth in the *Transportation Impact Analysis* prepared in December 2009 for the Proposed Project. The final, detailed TDM plan shall be presented to the Los Angeles Department of Transportation for approval.

**Enforcement Agency:** City of Los Angeles, Department of Transportation  
**Monitoring Agency:** City of Los Angeles, Department of Transportation  
**Monitoring Phase:** Operation  
**Monitoring Frequency:** Ongoing until Project buildout  
**Action Indicating Compliance with Mitigation Measure(s):** Submittal of a final TDM Plan to the Department of Transportation

**MM-TRAF-5** The Proposed Project shall add parking in phases with increases in the campus full-time equivalent population, in conformance with the requirements of the proposed Specific Plan. The location of such additional parking shall be approved by the Department of Transportation.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Operation  
**Monitoring Frequency:** Annually until all 4,742 parking spaces required are provided on campus  
**Action Indicating Compliance with Mitigation Measure(s):** Annual submittal of reports to the Department of Building and Safety, due by October 1 of each year, that certifies the number of full-time equivalent students, faculty, and staff enrolled or working on Campus for the current academic year, and that includes parking plans showing that the Campus provides the number of parking spaces required by the Specific Plan

**MM-TRAF-6** Prior to pulling building permits for the new sports pavilion (i.e., the replacement facility for Gerston Pavilion), or the construction of more than 1000 additional seats (individually or cumulatively) at Page Stadium, Smith Softball Field, and/or Sullivan Field, the Applicant shall obtain approval from the Department of Transportation of a parking plan for the new sports pavilion or the new sports facility seating at Page Stadium, Smith Softball Field, and/or Sullivan Field demonstrating sufficient parking availability for such new sports pavilion or new sports facility seating at Page Stadium, Smith Softball Field, and/or Sullivan Field. Parking for the new sports pavilion or new sports facility seating at Page Stadium, Smith Softball Field, and/or Sullivan Field may be met by demonstrating sufficient capacity through a shared use study of the then-existing parking demand, construction of new parking spaces, or a special event parking plan which may include valet/stacked parking and/or shuttle services from University Hall to other locations on campus, or shuttle services to and from off-site parking locations.

**Enforcement Agency:** City of Los Angeles, Department of Transportation

**Monitoring Agency:** City of Los Angeles, Department of Transportation

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once during building plan check for new sports pavilion or the construction of more than 1000 additional seats (individually or cumulatively) at Page Stadium, Smith Softball Field, and/or Sullivan Field

**Action Indicating Compliance with Mitigation Measure(s):** Department of Transportation review and determination on additional parking space requirements, if any; building plan check approval

**MM-TRAF-7** LMU will maintain an Event Parking Management Program to accommodate occasional university functions expected to bring a large number of non-registered vehicles onto campus. The Event Parking Management Program will provide for a temporary increase in traffic management and parking personnel to accommodate the additional vehicles on the campus. LMU shall direct visitors leaving events by car to exit the campus via LMU Drive.

**Enforcement Agency:** City of Los Angeles, Department of Transportation

**Monitoring Agency:** City of Los Angeles, Department of Transportation

**Monitoring Phase:** Operation

**Monitoring Frequency:** Annually

**Action Indicating Compliance with Mitigation Measure(s):** Compliance certification report by Applicant

## 19. Water Supply

### *Project Design Features*

PDF-WATER-1 The Proposed Project would include the following water conservation features in new development approved as part of the Proposed Project through Proposed Project buildout, unless alternative or equivalent measures are substituted with City approval. Proposed Project buildout means the addition of 508,000 net new gross square feet of academic/administrative facilities, 476,000 net new gross square feet of residential facilities, and 28,000 net new gross square feet of athletic indoor facilities on campus:

- Bathroom faucets – 1.5 gallons per minute (private), 0.5 gallon per minute (public)
- Self-closing faucets in public restrooms
- Kitchen faucets – 1.5 gallons per minute
- Pre-rinse kitchen spray head
- Showerheads: no more than 1 showerhead per stall
  - Low-flow showerheads – 2.0 gallons per minute
- High efficiency clothes washers – water savings factor of 5.0 or less (residential); water savings factor of 7.5 or less (residential)
- High efficiency toilets – 1.28 gallons per flush or less, or dual flush
- High efficiency/ultra low flow urinals – 0.125 to 0.5 gallon per flush
- Energy Star dishwashers
- Domestic water heating system located in close proximity to point(s) of use
- Tankless and on-demand water heaters
- Cooling tower conductivity controllers or cooling tower pH conductivity controllers
  - (Cooling towers to operate at minimum of 5.5 cycles of concentration)
- Water-saving pool filter
- Rotating sprinkler nozzles – 0.5 gallon per minute
- Micro-spray nozzles
- Drip/subsurface irrigation (micro-irrigation) and bubbler irrigation

- Weather based irrigation controller
- Hydro-zoning plantings (grouping similar water needs plants together)
- Zoned irrigation
- Drought-tolerant plants: 75 percent of new landscape plantings
- Artificial turf (cost permitting)
- Landscaping contouring to minimize precipitation runoff
- Infiltration planters (i.e., notched curb to allow runoff to flow into planted areas)
- Stormwater capture and infiltration of on campus sump
- Campus-wide reclaimed water irrigation (by Project buildout)
- Cooling towers using 100 percent reclaimed water use, as permitted by law (by Project buildout)
- New buildings designed to meet the U.S. Green Building Council's Leadership in Energy and Environmental Design® (LEED®) Certified level (or higher), or an equivalent criteria.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-Construction, Operation

**Monitoring Frequency:** Periodically during plan check for each building and operation as needed

**Action Indicating Compliance with Mitigation Measure(s):** Issuance of building permit; field inspection sign-off

### *Mitigation Measures*

No mitigation measures required.

## 20. Wastewater

### *Project Design Features*

See Section IV L 1, Water Supply.

### *Mitigation Measures*

**MM-WW-1** If future capacity studies and calculations during the course of Project improvements determine that any sewer pipe sections on campus would operate at flow depths greater

than 75 percent of pipe depth, such pipes shall be upsized as necessary at the expense of LMU.

**Enforcement Agency:** City of Los Angeles, Department of Public Works (Bureau of Sanitation)  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-Construction  
**Monitoring Frequency:** As needed during plan check for new buildings  
**Action Indicating Compliance with Mitigation Measure(s):** Sign-off by Department of Public Works (Bureau of Sanitation) on future capacity studies

## 21. Solid Waste

### *Project Design Features*

**PDF-SW-1** LMU shall continue to achieve a campuswide waste diversion rate of at least 58.6 percent through recycling activities.

**Enforcement Agency:** City of Los Angeles, Department of Public Works (Bureau of Sanitation)  
**Monitoring Agency:** City of Los Angeles, Department of City Planning  
**Monitoring Phase:** Operation  
**Monitoring Frequency:** Annually until Project buildout  
**Action Indicating Compliance with Mitigation Measure(s):** Submittal of compliance report by Applicant to the Department of Public Works

### *Mitigation Measures*

No mitigation measures required

## 22. Energy (Electricity and Natural Gas)

### *Project Design Features*

**PDF-ENG-1** LMU shall implement the following energy conservation measures as part of the Proposed Project:

- Central Plant motors shall include variable frequency drivers to adjust electrical motor speed based on demand;
- Major building renovations and additions shall be integrated into the Campus Energy Management System, which is a set of computer-aided tools used to monitor, control, and optimize the performance of building HVAC and lighting systems;

- Future cooling loads shall be met using thermal energy storage, or an additional energy efficient chiller, or other comparable storage technologies;
- New and replacement buildings with flat roofs shall use white reflective material or comparable heat rejecting material on the building roofs;
- New appliances shall meet or exceed the minimum efficiency levels mandated in the California Code of Regulations;
- All irrigation shall use reclaimed water by Project buildout;
- All irrigation shall use automatic irrigation timers and at least 50 percent of the campus's non-turf areas shall include drought-tolerant or native plantings;
- All new and renovated buildings shall incorporate water conservation measures such as ultra-low-flush water closets and urinals, low-flow shower heads, and low-flow faucet aerators;
- All new construction shall be designed to the 2008 LEED Certified criteria (or an equivalent criteria) or better;
- Buildings shall be well sealed to prevent outside air from infiltrating and increasing interior space-conditioning loads;
- Buildings shall incorporate thermal insulation in walls and ceilings;
- Window systems shall be designed to reduce thermal gain and loss, thus, reducing cooling loads during warm weather and heating loads during cool weather; and
- High-intensity-discharge (HID) lamps, light-emitting diode (LED), or other energy efficient lighting shall be installed for all outdoor lighting to reduce electricity consumption.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Construction, Operation

**Monitoring Frequency:** Periodically during plan check for each building and operation as needed

**Action Indicating Compliance with Mitigation Measure(s):** Issuance of building permit; field inspection sign-off

## Mitigation Measures

### Electricity

**MM-ENG-1** Prior to submittal of final site plans associated with specific Project facilities for approval by the City's Building and Safety Department, LMU shall consult with LADWP to determine the appropriate specifications for additional transmission or distribution facilities supplying electricity to the Project site. Upon finalization of these specifications, LMU shall fund its fair share of the cost of on campus or off campus infrastructure installation, as applicable.

**Enforcement Agency:** Los Angeles Department of Water and Power; City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once prior to submittal to Department of Building and Safety of final site plans for each Project facility

**Action Indicating Compliance with Mitigation Measure(s):** Documentation of consultation with LADWP; payment of fair share of costs, if applicable

**MM-ENG-2** Prior to submittal of final site plans for specific Project buildings or facilities to the City's Building and Safety Department demonstrating compliance with the State's Energy Conservation Standards, LMU shall consult with LADWP's Energy Solutions Group regarding the incorporation of possible energy efficiency measures into Project design.

**Enforcement Agency:** Los Angeles Department of Water and Power; City of Los Angeles, Department of Building and Safety

**Monitoring Agency:** City of Los Angeles, Department of Building and Safety

**Monitoring Phase:** Pre-construction

**Monitoring Frequency:** Once prior to submittal of final site plans for each Project facility to Department of Building and Safety

**Action Indicating Compliance with Mitigation Measure(s):** Documentation of consultation with LADWP's Energy Solutions Group

### Natural Gas

**MM-ENG-3** Prior to submittal of final site plans for specific Project buildings or facilities to the City's Building and Safety Department demonstrating compliance with the State's Energy Conservation Standards, LMU shall incorporate the appropriate specifications for necessary modifications to the natural gas conveyance system to the Project site as

required by the Gas Company. Upon finalizing these specifications, LMU shall fund its fair share of the cost of on campus or off campus infrastructure installation, as applicable.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once prior to submittal of final site plans for specific Project buildings or facilities to Department of Building and Safety  
**Action Indicating Compliance with Mitigation Measure(s):** Documentation of consultation with the Southern California Gas Company; payment of fair share costs, if applicable

**MM-ENG-4** Prior to submittal of final site plans for specific Project buildings or facilities to the City's Building and Safety Department demonstrating compliance with the State's Energy Conservation Standards, LMU shall consult with the Gas Company regarding the incorporation of feasible energy conservation measures into Project design.

**Enforcement Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Agency:** City of Los Angeles, Department of Building and Safety  
**Monitoring Phase:** Pre-construction  
**Monitoring Frequency:** Once prior to submittal of final site plans for specific Project buildings or facilities to Department of Building and Safety  
**Action Indicating Compliance with Mitigation Measure(s):** Documentation of consultation with the Southern California Gas Company



## Exhibit C:

### **Project Description**

The Project, also called the Loyola Marymount University Proposed Master Plan Project, refers to the proposed plans to improve the academic, administrative, residential, athletic, and recreational facilities on LMU's Westchester campus, while maintaining the existing approved enrollment cap of 7,800 full-time enrolled students. Of the campus's existing approximately 1,651,000 square feet of academic and administrative facilities, LMU would remove approximately 515,000 square feet of obsolete facilities, and build approximately 1,023,000 square feet of new facilities, for a net increase of approximately 508,000 square feet of academic and administrative facilities. Of the campus's existing approximately 942,000 square feet of existing residential uses, LMU would remove approximately 370,000 square feet, and add approximately 846,000 square feet, for a net increase of approximately 476,000 square feet. Of the campus's existing approximately 185,000 square feet of existing indoor athletic uses, LMU would remove approximately 80,000 square feet, and add approximately 108,000 square feet, for a net increase of approximately 28,000 square feet. LMU would also add approximately 4.8 acres of net new athletic outdoor facilities, and add approximately 5 acres of net new landscaped open space. LMU would also add parking on campus, in surface, structure, or underground parking areas, in phases with the addition of student enrollment and building construction. A total of approximately 4,742 parking spaces would be provided at full buildout.

**Exhibit D:**

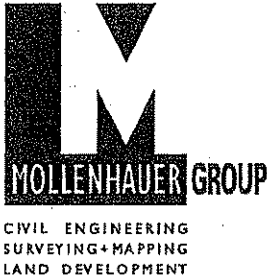
**Project Approvals**

1. Certification of Final Environmental Impact Report, State Clearinghouse No. 2008051103.
2. Establishment of the Loyola Marymount University Specific Plan through approval of Ordinance No. [REDACTED].
3. General Plan Amendment changing the Westchester-Playa del Rey Community Plan designation of the Property from Low Residential Density to High Medium Residential Density. Council File No. [REDACTED].
4. Zone Change from [Q]R4-1 to R4-1 through approval of Ordinance No. [REDACTED].

**Exhibit E:**

**Legal Description of Property**

Attached.



## EXHIBIT "A"

### LOYOLA MARYMOUNT CAMPUS

#### LEGAL DESCRIPTION

##### Parcel 1

Parcel A of Parcel Map L.A. No. 5409, in the City and County of Los Angeles, State of California, as per map filed in Book 171 Pages 71 through 76 inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

**Except therefrom** that portion of said Parcel A described as follows:

Beginning at the most southerly corner of said Parcel A; thence, along the generally southerly boundary of said land North  $55^{\circ}04'49''$  East 94.96 feet; thence, North  $34^{\circ}55'55''$  West 215.30 feet to an angle point in said boundary and the True Point of Beginning; thence,

- 1<sup>st</sup> – Continuing along said boundary North  $62^{\circ}28'06''$  East 121.27 feet to a non-tangent curve concave to the east having a radius of 1235.00 feet through which a radial line bears South  $62^{\circ}28'06''$  West; thence,
- 2<sup>nd</sup> – Northerly along said curve through a central angle of  $0^{\circ}27'50''$  an arc length of 10.00 feet; thence,
- 3<sup>rd</sup> – South  $62^{\circ}28'06''$  West 122.61 feet to a line which bears North  $34^{\circ}55'55''$  West and passes through the True Point of Beginning; thence,
- 4<sup>th</sup> – Along said line South  $34^{\circ}55'55''$  East 10.08 feet to the True Point of Beginning.

##### Parcel 2

Parcel B of Parcel Map L.A. No. 5409, in the City and County of Los Angeles, State of California, as per map filed in Book 171 Pages 71 through 76 inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

##### Parcel 3

That portion of Lot 38 of Section 26, Township 2 South, Range 15 West, San Bernardino Meridian in the Rancho Sausal Redondo as shown on map filed in Book 1 Pages 507 and 508 of Patents, bounded as follows:

Bounded on the east by the easterly line of said Section 26, said easterly line also being the westerly lines of Tract No. 15167, recorded in Book 331 Pages 3 through 5 inclusive, of Maps and Tract No. 14759, recorded in Book 315 Pages 32 through 34 inclusive, of Maps, both in the Office of the County Recorder of said County.

Bounded on the south by the north line of 80<sup>th</sup> Street, 73 feet wide, as described in Resolution recorded in Book D-2878 Page 572, Official Records of said County.

Bounded on the west by the east line of Fordham Road, 60 feet wide, as shown on Tract No. 9430, recorded in Book 151 Pages 67 through 69 inclusive, of Maps in the Office of the County Recorder of said County and the northerly prolongation of said east line as shown on Parcel Map L.A. No. 5409, filed in Book 171 Pages 71 through 76 inclusive, of Parcel Maps, in the Office of the County Recorder of said County.

**Except therefrom** that portion of land lying within the boundaries of the land described in Resolution recorded in Book D-4068 Page 933, Official Records of said County.

Bounded on the north by the southerly line of a 30 foot wide easement for sewer purposes described in deed to the City of Los Angeles recorded May 14, 1924 as Instrument No. 1275 in Book 3080 Page 289, Official Records of said County.

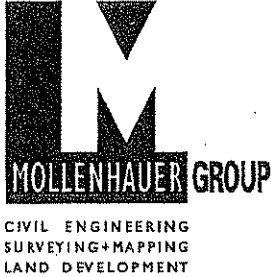


EXHIBIT "A" – CONT.  
LOYOLA MARYMOUNT CAMPUS  
LEGAL DESCRIPTION

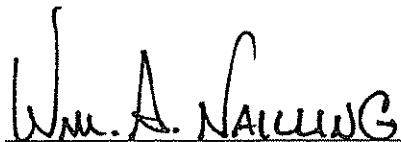
Parcel 4

Being a portion of the north half of Section 26, Township 2 South, Range 15 West, San Bernardino Meridian in the Rancho Sausal Redondo as shown on map filed in Book 1 Pages 507 and 508 of Patents and being a portion of Fordham Road, 60.00 feet wide, as shown on Tract No. 9430 recorded in Book 151 Pages 67 through 69 inclusive, of Maps, described as follows:

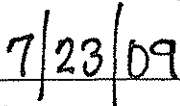
Beginning at a point on the north line of 78<sup>th</sup> Street, 60.00 feet wide, as shown on Parcel Map L.A. No. 5409, in the City and County of Los Angeles, State of California, as per map filed in Book 171 Pages 71 through 76 inclusive, of Parcel Maps, said point being the east terminus of a line that bears North 89°52'00" East 30.61 feet; thence,

- 1<sup>st</sup> – North 89°52'00" East 12.99 feet along the east produced line to the beginning of a tangent curve concave to the southwest having a radius of 57.00 feet; thence,
- 2<sup>nd</sup> – Easterly and southerly 89.55 feet along said curve through a central angle of 90°00'40" to a point on the east line of Fordham Road, 60.00 feet wide, as shown on said Tract 9430; thence,
- 3<sup>rd</sup> – North 00°07'20" West 1589.29 feet along said east line of Fordham Road, 60.00 feet wide, as described in Book 14039 Page 96, Official Records of said County, to the southerly line of a 30 foot wide easement for sewer purposes described in deed to the City of Los Angeles recorded May 14, 1924 as Instrument No. 1275 in Book 3080 Page 289, Official Records of said County. Said line being a curve concave to the South having a radius of 185.00 feet through which a radial line bears North 18°30'31" West; thence,
- 4<sup>th</sup> – Southwesterly 69.06 feet along said curve through a central angle of 21°23'18" to the west line of said Fordham Road, said line also being the east line of Parcel C of said Parcel Map L.A. No. 5409; thence,
- 5<sup>th</sup> – South 00°07'20" East 1488.92 feet along said west line of Fordham Road to the beginning of a tangent curve concave to the northwest having a radius of 10.00 feet; thence,
- 6<sup>th</sup> – Southerly and westerly 15.71 feet along said curve through a central angle of 89 59'20" to the Point of Beginning.

The attached exhibit is hereby made a part for reference purposes only.



William A. Nailling, PLS No. 8476



Date



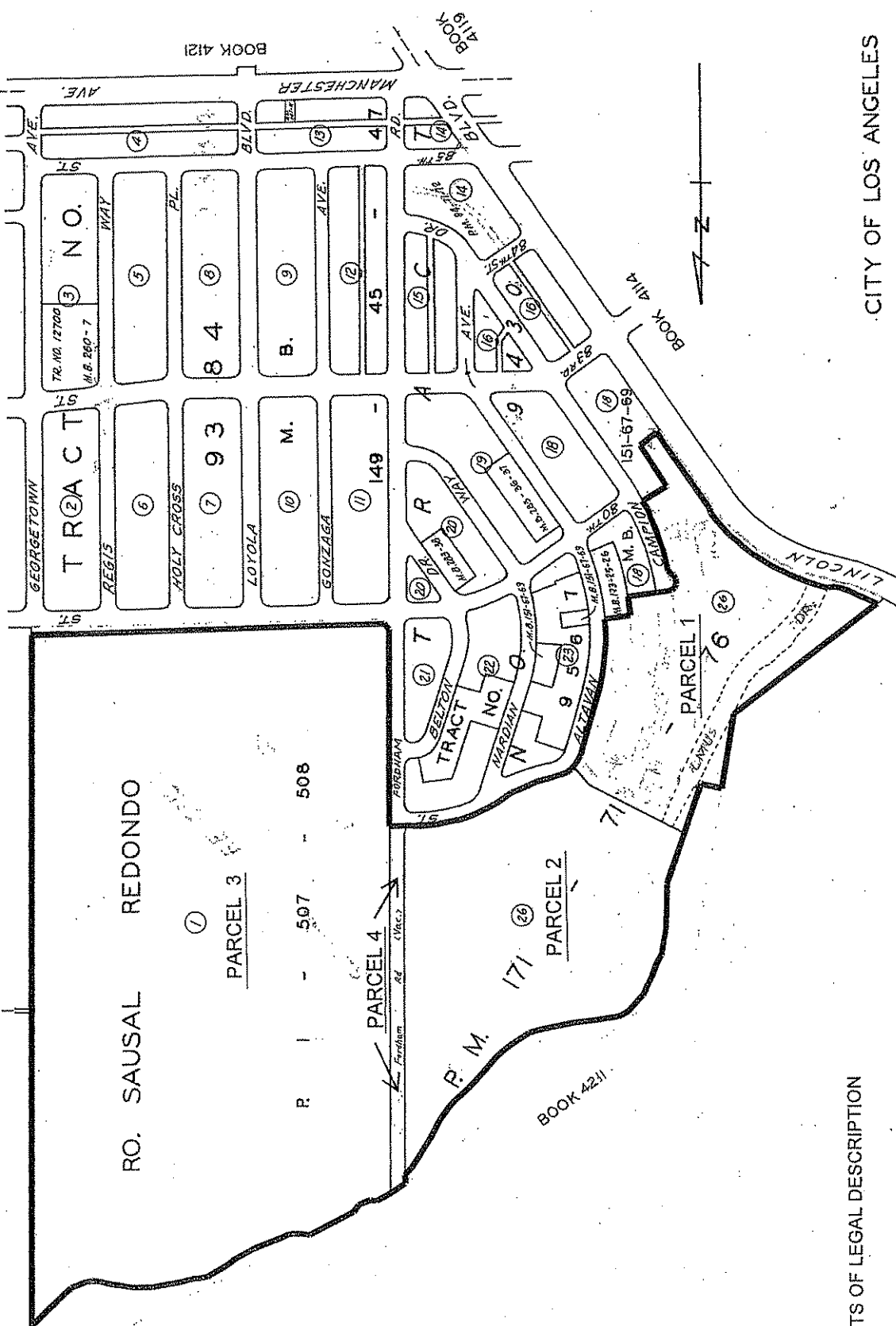
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

**INDEX 4113**  
SCALE 1 IN. = 400 FT.

4113  
SCALE 1" = 400'  
7-5-65  
660712  
610617

BOOK 4110

BOOK 4112



780613  
644611  
59023  
531215  
580424  
20001146

## LEGEND

— = LIMITS OF LEGAL DESCRIPTION

CITY OF LOS ANGELES

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

## Exhibit F:

### **Meeting Room Costs Associated With Section 3.1.3.3**

This list includes the typical, non-rental costs associated with use of Property Owner's facilities, comparable to the rates allocated to internal users for these facilities.

This is not an exclusive list and other costs may also apply. A schedule of costs shall be included in the annual report required as part of Section 4.2 of this Agreement, and rates may be adjusted periodically by Property Owner. Prior to the first annual report required as part of Section 4.2 of this Agreement, a list of rates shall be provided upon request to the organizer of the event.

#### Event Setup:

Normal university business hours are Monday –Friday, 8:00 am to 5:00 pm. If the setup for an event or the event itself occurs outside of normal business hours, Property Owner will charge to cover labor costs. If Property Owner is able to complete setups during the business day (Monday – Friday, 8:00 am to 5:00 pm) then there will be no charge for setup. Property Owner will only charge for the portion of setup that takes place outside of business hours. Property Owner shall make good faith efforts to complete setups during business hours when feasible, for instance when there are no intervening uses of a facility between the close of business hours and the time of the meeting which requires setup.

#### Audio-Visual (AV) Attendant:

If the event organizer requests an AV technician to be present or on-call for the event, there will be an hourly charge regardless of business hours.

#### Cleaning:

If the event requires or results in the need to schedule additional custodial or grounds staff, or carpet cleaning, there will be a charge. Events with guest counts of 100 or greater require a minimum of two custodial staff.

#### Insurance:

All organizations must provide a Certificate of Insurance naming Loyola Marymount University as additional insured on both Public and General Liability and Property Damage coverage. If the organization does not have insurance, Property Owner can assist with obtaining an insurance policy for the event.

#### Parking:

Events during normal business hours with a guest count of 50 or greater will require additional parking resources, with specified charges. This may include, but is not limited to, shuttles, valet parking personnel, traffic control personnel, or the rental of an off-site parking facility.

Exhibit G:

Permit Parking Area

